

## **Compensation Committee Agenda**

- I. Welcome and Introductions** ..... Karla Leavelle, Chair
  
- II. Action/Discussion Items**
  - 1. Approval of Minutes – April 3, 2019 Meeting ..... Page 2
  - 2. Staff Job Titles & Compensation Review ..... Page 4
  
- III. Information Items**
  - 1. Employee Engagement Survey ..... Page 15
  - 2. Benefits Services Proposal ..... Page 16
  
- IV. Other Administrative Matters**  
*(Items of urgency not meeting the seven-day guideline for review)*
  
- V. Public Comments**
  
- VI. Committee Members Comments**
  
- VII. Adjournment**

Board of Directors – June 5, 2019

**CareerSource Pinellas  
Compensation Committee Minutes**

**Date:** April 3, 2019 at 10:30 a.m.

**Location:** 7701 22<sup>nd</sup> Avenue N. St. Pete, FL.

**Call to Order**

Chair Karla Leavelle called the meeting to order at 10:30 a.m. There was a quorum present with the following Compensation Committee members participating.

**Committee Members in attendance**

Candida Duff (phone), Jack Geller, Michael Gliner (phone), Karla Leavelle, Debbie Passerini (phone), Amy Van Ness (phone).

**Guests**

Stephanie Lacy – HR Edge

**Staff Present**

Jennifer Brackney, Dawn Evans, Luna Clarke, Steven Blakey.

**Action Items**

**Action Item 1 – Approval of Minutes**

The minutes of January 11, 2019 Compensation Committee meeting were presented for approval.

Motion:	Jack Geller
Second:	Michael Gliner

*The minutes approved as presented. The motion carried unanimously.*

**Action Item 2 – Program Year Performance Evaluation Stipend**

For the last several years, an annual performance evaluation has been completed for each staff on a calendar year basis (January- December) and is based on the employee's performance during the entire year. This stipend, payable in one lump sum, is provided to employees in December of any given year, in lieu of base salary increases. The Board has established in the past that staff may be provided a cost of living adjustment after taking into consideration the economic conditions in the area and the overall organization budget. The Consumer Price Index (CPI) has been the tool used by the Board for determining these economic conditions. For the past three years, after reviewing the CPI and the organization budget, management has recommended, with Board approval, that a performance stipend be payable to staff in one lump sum in lieu of base salary increases. The most recent stipends were granted in December 2018. In order to better evaluate staff's performance over the course of a program year, management is recommending that staff evaluations cover a period from July 1<sup>st</sup> through June 30<sup>th</sup>, with evaluation stipends being awarded at the conclusion of the program year. To achieve this, management proposes that a mid-year performance stipend be given for the six-month period from January 2019- June 2019, allowing for a maximum of 2.5% of an employee's base salary to be earned, determined by his/her overall rating on the staff evaluation.

Motion:	Debbie Passerini
Second:	Jack Geller

*The Compensation Committee recommends transitioning the staff performance evaluation stipend to a program year basis. As part of this change, the committee is also recommending that a mid- year stipend be allowed for the six-month period from January 2019- June 2019, allowing for a maximum of 2.5% of an employee's base salary to be earned. The motion carried unanimously.*

**Discussion Item 3 – CEO Assessment 2019**

In February 2019, The Board of Directors approved to conduct a CEO assessment. The purpose of this survey is to provide Ms. Brackney mid-way through her contract with an overview of how the Board is viewing her performance. The survey was administered by HR Edge Consulting firm and completed in late March 2019 by 15 board members. Ms. Stephanie Lacy of HR Edge presented the results of the survey to the Board Members.

**Other Administrative Matters**

None

**Public Comments**

None

**Adjournment**

The meeting was adjourned at 10:47 a.m.

DRAFT



## **Action Item 2**

### **Compensation Review**

#### **Information**

In February 2019, hrEdge Consulting was retained by CareerSource Pinellas to conduct a Compensation Review. The review was designed to focus on salary range equity externally, as well as internal structure of position titles. The review included the following deliverables:

- Review of all active positions and recommendations for continued, discontinued, and merged position titles.
- Review of external Compensation Survey Reports and analysis of CareerSource ranges for each position.
- Review of CareerSource Pinellas Compensation versus other Florida CareerSource Compensation Structures.
- Development of new pay structure to include Min-Mid-Max for each Grade and the Spread between Grades.
- Analysis of employee impact and cost of implementation.

Based on external market data, it is recommended to adopt the proposed Job Title Family Structure with aligned Pay Grades. It is further suggested to review Pay Grade and Salary Range data for Cost of Living adjustments annually.

While every position and/or range will not require updating annually, it is important to remain competitive in the market to avoid recruitment and retention challenges. It is recommended to place incoming employees in the range based on experience, not to exceed current employees with greater experience. Thus, internal equity will be preserved. It is further noted that the current process of offering the annual market increase in the form of a bonus, rather than an increase to base pay, will continue to pull the compensation behind market.

#### **Recommendation**

Adopt the proposed Job Title Family Structure with aligned Pay Grades.

# COMPENSATION REVIEW

Final Report  
May 2019



# CareerSource Pinellas Compensation Review

## Introduction

In February 2019, hrEdge Consulting was retained by CareerSource Pinellas to conduct a Compensation Review. The review was designed to focus on salary range equity externally, as well as internal structure of position titles. The review included the following deliverables:

- Review of all active positions and recommendations for continued, discontinued, and merged position titles.
- Review of external Compensation Survey Reports and analysis of CareerSource ranges for each position.
- Review of CareerSource Pinellas Compensation versus other Florida CareerSource Compensation Structures.
- Development of new pay structure to include Min-Mid-Max for each Grade and the Spread between Grades.
- Analysis of employee impact and cost of implementation.

## Study Methodology

hrEdge Consulting included the following activities in the Compensation Review process:

- Project Kick-Off Meeting to discuss current Compensation Structure, additional Compensation Programs and desired market strategy.
- Compensation Benchmark Surveys were purchased from Willis Towers Watson. Data contained was gathered in April 2019.
- CareerSource Compensation Structures were obtained from Manatee, Polk, and CLM (Citrus, Levy Marion).
- Current positions and their ranges were compared to all external data sources.

## Current Compensation Structure

### Current Compensation Range Structure

The current Compensation Structure consists of 13 pay ranges numbered between 18 and 38. There is a 60% spread between each range.

**Exhibit A** illustrates CareerSource Pinellas’s current Compensation Structure.

**EXHIBIT A**

Grade Level	Minimum Salary	Mid Salary (60% Spread)	Max Salary
18	\$ 25,200.00	\$ 32,800.00	\$ 40,300.00
21	\$ 31,700.00	\$ 41,300.00	\$ 50,800.00
22	\$ 34,300.00	\$ 44,600.00	\$ 54,800.00
23	\$ 37,000.00	\$ 48,100.00	\$ 59,200.00
24	\$ 40,000.00	\$ 52,000.00	\$ 64,000.00
25	\$ 43,200.00	\$ 56,100.00	\$ 69,000.00
26	\$ 46,600.00	\$ 60,600.00	\$ 74,600.00
27	\$ 50,400.00	\$ 65,500.00	\$ 80,600.00
32	\$ 74,000.00	\$ 96,200.00	\$ 118,400.00
33	\$ 79,900.00	\$ 103,900.00	\$ 127,900.00
34	\$ 86,300.00	\$ 112,200.00	\$ 138,100.00
35	\$ 93,204.00	\$ 121,176.00	\$ 149,148.00
38	\$ 140,000.00	\$ 182,000.00	\$ 224,000.00

**Current Position Hierarchy**

CareerSource Pinellas currently operates with 30 distinct job titles. The job titles rank from lowest level of competency required to highest competency required in the following order: **Specialist/Instructor, Specialist II/Technician, Counselor, Manager, Lead, Coordinator, Supervisor, Director, Executive.**

**Current Incumbent Pay Grade Placement**

CareerSource Pinellas has 60 employees assigned to positions with a specific pay grade. There are 5 employees with position titles that are not assigned to a pay grade. The employees have current salaries below the minimum of the range, at the minimum, at the midpoint, at the maximum of the range and over the maximum. There are also employees in between these points, which out be classified as min-mid (between the minimum and midpoint) of the range and mid-max (between the midpoint and the maximum) of the range. Close to half of the employees are at the minimum of the range with the second largest population between the minimum and midpoint of the range.

Exhibit B and Exhibit C demonstrate the count and percentage of distribution.

EXHIBIT B

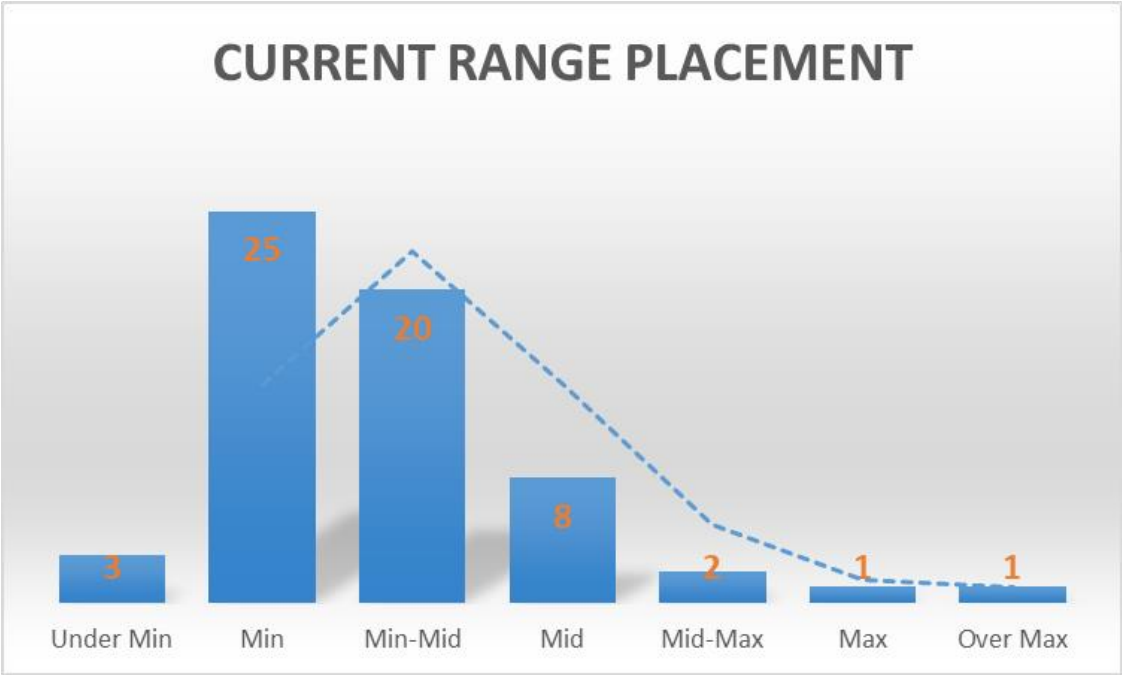
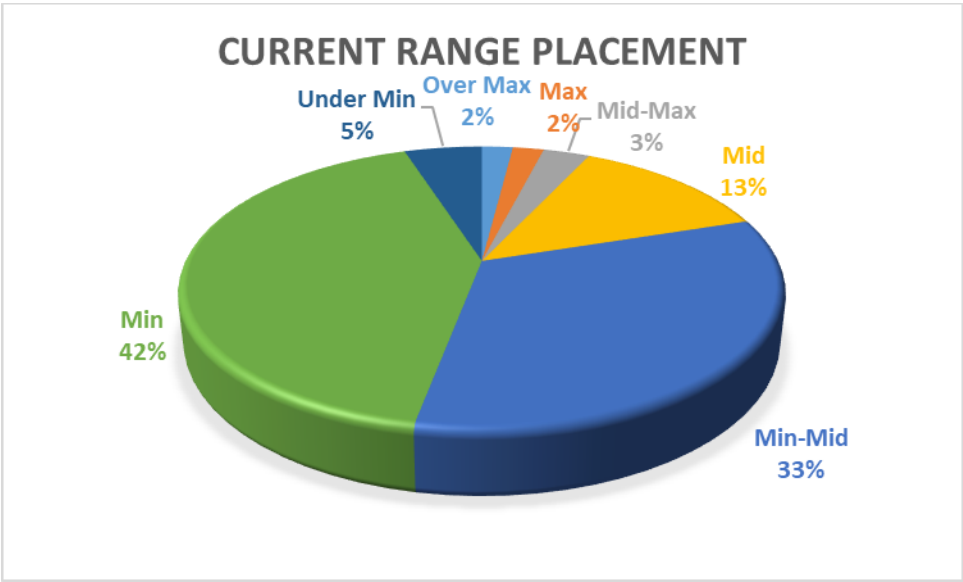


EXHIBIT C



Current Departments



CareerSource Pinellas currently assigns employees to 9 Departments. The following information is a snapshot in time and is intended to provide basic information regarding how employees are distributed among the departments. Please note that Years of Service may include previous intern, contractor and/or other CareerSource tenure.

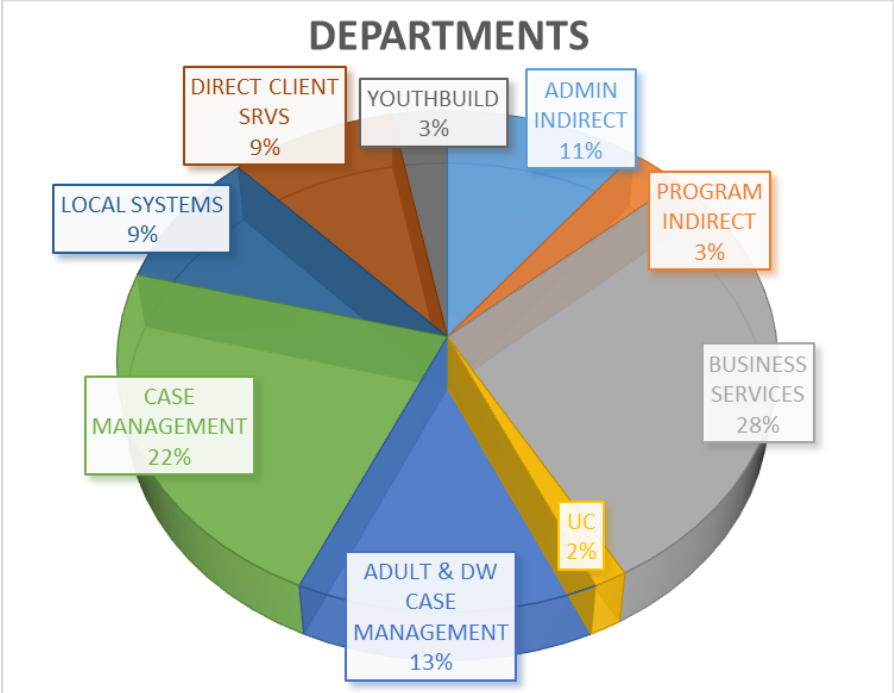
**Exhibit D** provides information regarding headcount and years of service.

**EXHIBIT D**

Department	Employees	Years of Service
ADMIN INDIRECT	7	3.75
ADULT & DW CASE MANAGEMENT	9	8.86
BUSINESS SERVICES	19	5.16
CASE MANAGEMENT	15	5.81
DIRECT CLIENT SRVS	6	8.55
LOCAL SYSTEMS	6	9.18
PROGRAM INDIRECT	2	5.30
UC	1	0.60
YOUTHBUILD	2	6.20

**Exhibit E** provides information regarding Department percentages.

**EXHIBIT E**



## Compensation Review Results Summary

### Proposed Salary Range Structure

The current Compensation Structure has a flat 60% spread between all grades. Companies of similar sizes and industries, including CareerSource's, utilize a progressive spread with smaller spreads in the positions with lower competency requirements, and a larger spread in the positions with higher competency. This will allow for growth and promotion from the entry level positions and longevity in the leadership and executive roles. The ranges were designed to cover the current top ranges and backed down to the lower ranges. Grade Levels start below all current wages paid and end two Grades above the current pay ranges. This allow for growth and availability of pay ranges for any new positions created.

**Exhibit F** outlines the new Salary Range Structure.

### EXHIBIT F

2019 Salary Ranges				
Grade Level	Min Salary	Mid Salary	Max Salary	Spread
101	\$30,893	\$35,548	\$40,204	30%
102	\$33,580	\$38,640	\$43,700	30%
103	\$36,500	\$42,000	\$47,500	30%
104	\$39,420	\$45,360	\$51,300	30%
105	\$42,574	\$48,989	\$55,404	30%
106	\$45,979	\$52,908	\$59,836	30%
107	\$49,658	\$59,589	\$69,521	40%
208	\$53,630	\$64,356	\$75,083	40%
209	\$57,921	\$69,505	\$81,089	40%
210	\$62,555	\$75,065	\$87,576	40%
211	\$67,559	\$81,070	\$94,583	40%
212	\$71,110	\$89,027	\$106,945	50%
213	\$76,799	\$96,149	\$115,501	50%
214	\$82,943	\$103,841	\$124,741	50%
215	\$89,578	\$112,148	\$134,720	50%
216	\$96,744	\$121,120	\$145,497	50%
217	\$104,484	\$135,829	\$167,174	60%
218	\$112,843	\$146,695	\$180,548	60%
219	\$121,870	\$158,431	\$194,992	60%
220	\$131,620	\$171,105	\$210,591	60%
221	\$142,149	\$184,794	\$227,438	60%
222	\$153,521	\$199,577	\$245,633	60%

## Proposed Job Title Families

The current Position Hierarchy at CareerSource Pinellas was found to be inconsistent with the external data. The most commonly adopted hierarchy ranked job titles from lowest level of competency required to highest competency required in the following order: **Technician, Specialist/Instructor, Career Counselor, Lead, Coordinator, Supervisor, Director, Executive**. The current 30 distinct job titles prohibit cross-training and multi-function positions. Job Title Families allow for employees to cover job duties in more than one area of expertise. In line with the external hierarchy data, like jobs have been grouped into Job Title Families.

**Exhibit G** outlines the Families and the specialties housed within each Family.

### EXHIBIT G

Job Title Family
<b>Technicians</b> - Program, Placement
<b>Instructor</b> - Remedial, Skills, Workshops
<b>Specialist</b> - Placement, Program, Resource, Finance
<b>Business Account Executive</b>
<b>Career Counselor</b>
<b>Instructor, Trades Assistant</b>
<b>Disability Navigator</b>
<b>Lead</b> - Career Counselor, MIS, Business Services, Instructor Trades, Finance, Marketing
<b>Coordinator</b> - Admin, Finance, Program, Projects
<b>Instructor</b> - Trades
<b>Supervisor</b> - Program, Project
<b>HR Business Partner</b>
<b>Director</b> - Projects, Programs
<b>CFO</b>
<b>CEO</b>

## Proposed Range Placement

Proposed Job Title Families were analyzed versus the three CareerSource organizations that participated. Proposed Job Title Families were also analyzed versus Wilson Towers Watson Compensation Benchmark Surveys. The Compensation Benchmark Surveys were drilled down to Non-Profit, Less than \$500 Million in the Southeast Region. Most Families were also drilled

down to the Tampa-St. Petersburg-Clearwater market except for the MIS positions. The new families were then slotted into the Grade Level that most closely matched the midpoints of the survey data.

**Exhibit H** outlines the Job Title Families with their assigned Grade Level and associated Salary Range.

**Exhibit H**

Job Title Families				
Job Title Family	Grade Level	Min Salary	Mid Salary	Max Salary
Technicians - Program, Placement	102	\$33,580	\$38,640	\$43,700
Instructor - Remedial, Skills, Workshops	103	\$36,500	\$42,000	\$47,500
Specialist - Placement, Program, Resource, Finance	103	\$36,500	\$42,000	\$47,500
Business Account Executive	105	\$42,574	\$48,989	\$55,404
Career Counselor	104	\$39,420	\$45,360	\$51,300
Instructor, Trades Assistant	104	\$39,420	\$45,360	\$51,300
Disability Navigator	104	\$39,420	\$45,360	\$51,300
Lead - Career Counselor, MIS, Business Services, Instructor Trades, Finance, Marketing	105	\$42,574	\$48,989	\$55,404
Coordinator - Admin, Finance, Program, Projects	106	\$45,979	\$52,908	\$59,836
Instructor - Trades	106	\$45,979	\$52,908	\$59,836
Supervisor - Program, Project	208	\$53,630	\$64,356	\$75,083
HR Business Partner	210	\$62,555	\$75,065	\$87,576
Director - Projects, Programs	214	\$82,943	\$103,841	\$124,741
CFO	219	\$121,870	\$158,431	\$194,992
CEO	221	\$142,149	\$184,794	\$227,438

Grade	Exemption
100s	Non-Exempt
200s	Exempt

**Impact and Cost of Placement**

CareerSource Pinellas’s 65 employees were slotted with their new Job Title Family and Grade Level. Of the 65 employees, 1 employee was over the maximum of their range and 23 employees were below the minimum of their range. There are 2 employees whose positions have been eliminated. They will be given options to apply for currently available positions.

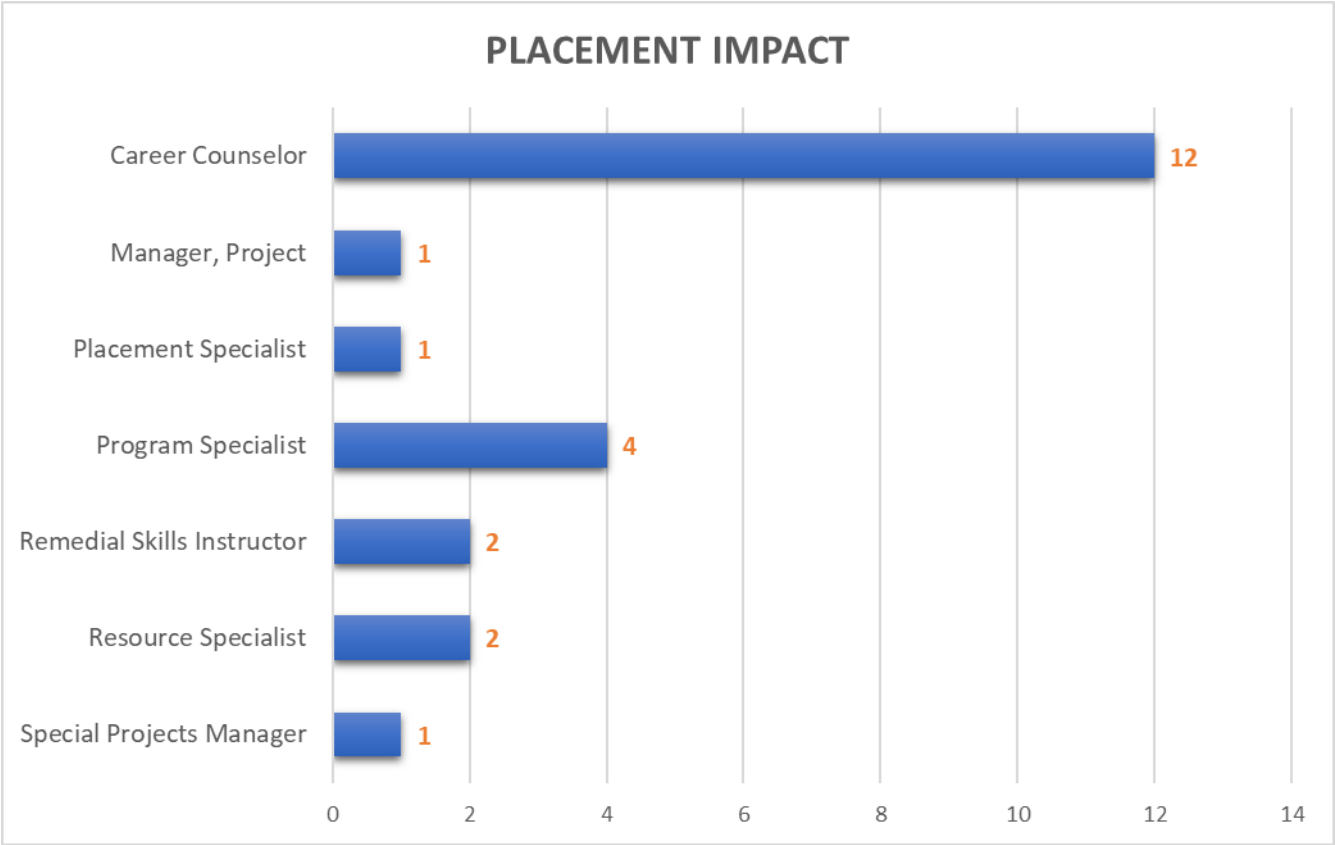
**Exhibit I** outlines the data for the 23 employees below the minimum of the range. All figures are annualized cost.

**EXHIBIT I**

Placement Impact	
Smallest Impact	\$ 245.60
Largest Impact	\$ 5,162.40
Average Impact	\$ 2,449.79
<b>Total Impact</b>	<b>\$ 56,345.24</b>

**Exhibit J** outlines the count of the 23 affected employees by their Current Job Title.

**EXHIBIT J**



Tenure

In order to begin the move to experience based rates, it is recommended to give an additional increase to those employees with at least 2 years of service whose move to the new pay ranges places their salary within \$1,000 of the minimum of the range. Of the 65 employees, 27 would be eligible for the 2% Tenure Increase.

**Exhibit K** outlines the data for the 27 employees eligible for the Tenure Increase. All figures are annualized cost.

### EXHIBIT K

Tenure Impact	
Smallest Impact	\$ 671.60
Largest Impact	\$ 1,072.60
Average Impact	\$ 773.65
<b>Total Impact</b>	<b>\$ 20,888.53</b>

### Conclusion

Based on external market data, it is recommended to adopt the proposed Job Title Family Structure with aligned Pay Grades. It is further suggested to review Pay Grade and Salary Range data for Cost of Living adjustments annually. While every position and/or range will not require updating annually, it is important to remain competitive in the market to avoid recruitment and retention challenges. It is recommended to place incoming employees in the range based on experience, not to exceed current employees with greater experience. Thus, internal equity will be preserved. It is further noted that the current process of offering the annual market increase in the form of a bonus, rather than an increase to base pay, will continue to pull the compensation behind market. It is recommended to move to a base salary increase versus an increase bonus.



## Information Item 1 Employee Engagement Results

Per the directive of the Compensation Committee and the Board of Directors, CareerSource Pinellas conducted an Employee Engagement Survey between March 4 -17, 2019. In the spirit of continuous improvement, we partnered with People Element, a third party vendor, to provide an opportunity to hear the collective voice of our workforce. Employees were asked a series of questions in various categories to get a better understanding of employee morale, satisfaction, and engagement.

Results revealed overall satisfaction is 64%. Notable findings include:

- **Job Satisfaction:** Over 85% of employees like the work they do and feel a sense of accomplishment.
- **Service & Quality:** 70% believe we provide quality customer service and 80% are committed to delivering high quality work.
- **Communication:** Only 34% believe there is effective communication between departments and 42% believe ideas and suggestions are given consideration.
- **Compensation:** Only 32% believe we have competitive salaries.
- **Growth & Career Development:** 50% find training content relevant and many indicated interest in professional development.

In response to feedback, we are taking action in three areas:

- ~~Update ACA~~ .
- Benefit Review for a comprehensive look at total compensation.
- Communication.



## **Information Item 2 Benefits Services Proposal**

On February 6, 2019, the Board of Directors approved the issuance of a Request for Proposal (RFP) for benefit consulting services, and potentially other services, such as payroll.

As recommended by the Board, the scope has been expanded to solicit quotes from Professional Employer Organizations, Payroll Companies, and Insurance Brokerage firms with the technical expertise in providing benefit brokerage and consulting services for group health and welfare benefit plans, 401(k), Human Resource Management Systems (HRMS) and Payroll platforms. In the spirit of innovation and creative solutions, we also are inviting alternative approaches, which, in sole consideration meet the fundamental goals of this RFP. Bidders can submit bids for any and/or all services outlined. The RFP is an authorization to approach insurance companies on behalf of CareerSource Pinellas in order to supply a bid. The RFP will be issued May 30, 2019.

The results from this solicitation will be presented to the Compensation Committee for review and selection.





**REQUEST FOR PROPOSAL**

**HRMS, Payroll & Benefit Broker Services**

ISSUED May 30, 2019

RFP No. 19-0530

WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas is requesting proposals from qualified firms with the expertise to provide brokerage and consulting services for group health and welfare benefit plans, 401(k), Human Resource Management Systems (HRMS) and Payroll platforms as further specified herein. Professional Employer Organizations (PEO), Payroll Companies and Insurance Brokerage Firms interested in submitting a proposal for any and/or all of the services provided herein should review this entire document.

Proposals should be submitted by 3:00 pm on July 8, 2019 to:

**CareerSource Pinellas**  
**Attention: Dawn Evans, HR Manager**  
**13805 58<sup>th</sup> Street North Suite 2-140**  
**Clearwater, FL 33760**

The official opening will be held at the CareerSource Pinellas conference room at 13805 58<sup>th</sup> Street North Suite 2-140 on July 8, 2019 at 3:00 pm. Submitted RFPs will be recorded. Any proposals or portion thereof, received after the submittal deadline will not be considered and returned to the submitting entity.

To maintain the integrity of this process, questions may be submitted by email to [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com) until 5:00 p.m. EDT on June 7<sup>th</sup>. Please reference RFP No. 19-0530 in the subject line. Answers will be posted on the CareerSource Pinellas website at <https://www.careersourcepinellas.com/pages/rfps> by 12:00 p.m. EDT, June 11, 2019.

<b>Action</b>	<b>Date</b>
Issue RFP	May 30, 2019
Q&A Period	June 3 – 7 at 5PM
Q&A posted	June 11, 2019 at Noon
Proposals Due	July 8, 2019 at 3 p.m.
Official Opening	July 8, 2019 at 5 p.m.
Evaluation and Selection Begins	July 9, 2019
Award date Tentative date subject to the identification of a qualified respondent.	July 18, 2019

**REQUEST FOR PROPOSAL**

**HRMS, Payroll & Benefit Consulting Services**

ISSUED May 30, 2019

RFP No. 19-0530

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## **I. BACK/GROUND OF ORGANIZATION**

WorkNet Pinellas, Inc. d.b.a. CareerSource Pinellas is a 501(c)(3) private, non-profit corporation created under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement with Pinellas County Board of County Commissioners for providing workforce services for all programs under the Workforce Innovation and Opportunity Act. CSPIN has requested and received certification to serve as Region 14 Local Workforce Development Board for Pinellas County by CareerSource Florida, the state workforce policy organization for the State of Florida and the twenty four local workforce development boards.

CareerSource Pinellas is not a state agency and is exempt from chapters 120 and 287, Florida Statutes, however it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 CFR 95.40-.48

CSPIN is committed to strengthening the competitive edge of local businesses in tangible and measurable ways by providing customized recruiting services, skills upgrade training or retraining; targeted career fairs and recruitment events, workforce related business seminars; labor trends and the latest labor market information. In short, CSPIN supports and leverages the human capital component of small, medium, and large companies in Pinellas County.

## **II. SCOPE OF WORK**

This RFP solicits quotes from Professional Employer Organizations, Payroll Companies, and Insurance Brokerage firms with the technical expertise and an established track record in providing benefit brokerage and consulting services for group health and welfare benefit plans, 401(k), Human Resource Management Systems (HRMS) and Payroll platforms. In the spirit of innovation and creative solutions, we invite and encourage alternative approaches, which, in sole consideration meet the fundamental goals of this RFP. Interested parties may submit a quote for any and/or all of the services outlined. These services would include assisting CareerSource Pinellas with strategic benefit planning, developing bids, proposal evaluation, contract negotiation, on-going contract evaluation, plan modification and other services required to obtain and maintain the best coverage and cost for employee benefit programs. In addition, implementation and ongoing support for a Human Resource Management System and Payroll platform.

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**Existing Product Overview:**

<b>Product</b>	<b>Carrier</b>	<b>Existing Product Overview</b>
HR Management System	ADP	All in one platform for HR, benefits and time & attendance.
Payroll	ADP	
Time & Attendance	ADP	
Onboarding	ADP	Add on module
401(k) Plan	ADP	Available after 6 months; 100% vested after 1 year; Traditional and Roth
Health Care	Cigna	Section 125 Cafeteria Plan- four tiers of coverage
Employee Assistance Program	Cigna	Included in medical plan
Prescription Plan	Cigna	Included in medical plan
Health & Wellness Plan	Cigna	Included in medical plan; online health & wellness tools and coaching
Dental Plan	Cigna	Cafeteria Plan- two tiers of coverage
Vision Plan	Cigna	one plan offering
Flexible Spending Plan	Ameriflex	Health & Dependent Care
Basic Life Insurance	Cigna	One time annual salary up to \$200,000
Accidental Death & Dismemberment	Cigna	Included in Basic Life
Voluntary Life	Cigna	Increments of \$10,000 up to 5 times annual salary; max \$300,000
Short Term Disability	Cigna	60% of weekly salary up to \$1000 per week
Long Term Disability	Cigna	60% of monthly salary up to \$5000 per month
Accident Insurance	Colonial Life & Accident	Offset medical expenses due to accident/injury
Cancer Insurance	Colonial Life & Accident	\$5000 lump sum and addition payouts for screening and diagnostics
Hospital Confinement	Colonial Life & Accident	\$1500 per admission, \$150 ER, \$250 Diagnostic, \$1500 outpatient surgery
Critical Illness	Colonial Life & Accident	Lump sum payout (\$5,000 to \$100,000)

This RFP is an authorization to approach insurance companies on behalf of CareerSource Pinellas. Any additional information needed for bid, will be provided upon request during the Q&A period.

CareerSource Pinellas is interested in services that can be adjusted annually based on experience as well as one which can easily adapt to changes in market conditions and regulations. Therefore, CareerSource Pinellas is interested in a firm with a demonstrated record of taking a creative, innovative approach to HRMS, Payroll services as well as the ability to maneuver through insurance and healthcare reform changes; rising costs of healthcare and employee benefits while maintaining fiscal responsibility; cognizant of various statutes and regulations; and providing an unbiased perspective to the process. CareerSource Pinellas is

particularly interested in firms who can offer creative, innovative approaches to ensure the employee platform and benefit package remains strong, competitive and fiscally sound.

There are currently 75 employees located in Pinellas County, Florida. Currently CareerSource Pinellas provides a cafeteria plan to its employees under a plan year begins on January 1<sup>st</sup>.

CareerSource Pinellas requires the Proposer to provide a detailed descriptions of their service offerings to include:

**A. Human Resource Management Systems (HRMS) and Payroll platforms**

- Employee Information Management
- Time & Attendance Management
- Paid Time Off Management
- Onboarding Module
- Employee Self Service Module
- Employment-tax withholding, administration and filing
- Standard and custom reports
- Form W-2 administration
- Wage-garnishment processing
- Automated Time and Attendance System
- Track Eligibility Dates for Benefits
- Electronic Open Enrollment
- Electronic Data Interchange capabilities

**B. Benefits**

- Health Insurance
- Dental Insurance
- Vision Insurance
- Prescription Plan
- Employee Assistance Plan
- Health & Wellness Program
- Flexible Spending Plan
- Basic Life Insurance Plan
- Accidental Death & Dismemberment Plan
- Voluntary Life Insurance Plan
- Disability, Short Term and Long Term
- Accident Insurance
- Cancer Insurance
- Hospital Confinement
- Critical Illness

**C. 401(k)**

- Investment Fund Monitoring
- Assist with Plan Governance
- Assist with navigation of vendor services and resources
- Financial Wellness tools and/or onsite presentations for employees

D. Work with CareerSource Pinellas to develop long-range strategies for HRMS, payroll and health insurance and benefit plans.

E. Provide timely notification of and assistance with understanding and implementing

new, updated or revised benefits, laws, regulations and programs as they relate to plan documents or contracts.

- F. Review and make recommendations regarding (1) existing benefit plans and programs, (2) modifications to the existing plan design, cost (rates), and (3) potential benefit plans and program options.
- G. Review CareerSource Pinellas' benefits program on a continuing basis to ensure that the plans are in compliance with governmental regulations and assist with compliance reporting. Alert CareerSource Pinellas regarding any employee communication /distribution deadlines and provide sample documents that may be used to notify employees of any of these changes.
- H. Provide assistance with benefit issues related to coverage, claims, billing and other related matters that may arise during the normal course of business.
- I. Marketing CareerSource Pinellas' desired insurance package through identification of appropriate carriers, analysis of proposals, and providing recommendations.
- J. Assist and advise CareerSource Pinellas in contract negotiations with benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.
- K. Review the company's benefits program on a continuing basis to ensure that the plans are in compliance with governmental regulations and assist with compliance reporting.
- L. Provide quarterly statistical reports including, but not limited to, rates, aggregate claims, demographic changes and other market trends.
- M. Provide assistance with benefit issues related to coverage, claims, billing and other related matters that may arise during the normal course of business.
- N. Provide consultation and guidance with respect to governmental mandates such as FMLA, COBRA, HIPAA, ADA, ACA, USERRA, etc.
- O. Provide open enrollment support including, but not limited to, developing timeline, assisting with the development of open enrollment materials, developing and printing sufficient copies of a benefit summary guide, coordinating and participating in open enrollment meetings as reasonably requested.
- P. Participate in planning for wellness campaigns, including identification of options and incentives. Assist with administration of the Employee Wellness Program, incorporating incentives and measurable objectives.
- Q. Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions including the wellness program.
- R. Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding HRMS platform and Payroll Services.

### **III. RFP TERMS & CONDITIONS**

#### **A. Response**

Each Respondent is required to submit their quote no later than 3:00 pm EDT on July 8, 2019. Only a fully responsive proposals will be considered. The delivery of the proposal is solely and strictly the responsibility of the Respondent. A proposal received after the due date and time will not be considered fully responsive and will be returned to the responding party unopened.

All documents become the property of CareerSource Pinellas and will be a matter of public \_\_\_\_\_

record subject to the provisions of Chapter 119, Florida Statutes. Each Respondent agrees that the preparation of all materials are at the Respondent's sole cost and expense, and CareerSource Pinellas shall not, under any circumstances, be responsible for any costs or expenses incurred by a Respondent.

All conditions set forth in the Content section below must be followed to be considered fully responsive. Failure to respond to any required section of this RFP may result in disqualification of the proposal.

1. Content:

Outline: All proposals must be assembled in accordance to the following outline, with all pages numbered in sequential order. Include the following information in your proposal in the order presented below.

- Cover Page: Use "Appendix A – Respondent Information" form. Only forms that have been fully completed and signed will be considered fully responsive.
- Appendix B – Cost Quote
- Appendix C – Questionnaire

Do not include this RFP document in your proposal.

Do not respond to any questions by referencing material presented elsewhere. A response of "will comply" or "see above" or similar statement shall be considered unresponsive.

2. Format:

Response must be typed, using a minimum of 12-point font size; single spaced and submitted on a single-sided 8 ½" X 11" letter size paper. Please use binder clips only to secure the quote (no binders, staples, etc.).

3. Quantity:

- 1 signed paper original. The original should be marked "Original".
- 4 paper duplicates marked "Copy"
- 1 flash drive copy of all documents included in the proposal. Format the text in a Word document & cost quote in an excel spreadsheet

4. Sealed package: No electronic mail (email) or facsimile (fax) copies will be accepted.

The proposal is to be submitted in a sealed package with "RFP No. 19-0530 prominently displayed on the front and addressed to:

**CareerSource Pinellas**  
**Attention: Dawn Evans, HR Manager**  
**13805 58<sup>th</sup> Street North Suite 2-140**  
**Clearwater, FL 33760**

**B. Question and Answer Period**

All requests for clarification of this RFP should be emailed to [RFP@careersourcepinellas.com](mailto:RFP@careersourcepinellas.com) prior to 5:00 p.m. on June 7, 2019. Please reference "RFP No.19-0530 HRMS, Payroll & Benefit Services" in the subject line. A good-faith effort will be made to provide a written response to each question by Noon, EDT, June 11, 2019. Any resultant response will be posted to the CareerSource Pinellas website: [https://careersourcepinellas.com/rfps\\_&bids](https://careersourcepinellas.com/rfps_&bids)





### C. Evaluation and Selection

A selection committee will review and score each proposal, place the proposals in rank order, and present the results along with their recommendation to the Compensation Committee for review and approval. The Board of Directors shall review and take action on the recommendation of the Compensation Committee. Upon selection of the most qualified respondent by the Board of Directors, CareerSource Pinellas will begin negotiations in order to secure a contract. Should CareerSource Pinellas be unable to negotiate a satisfactory contract with the respondent considered to be most qualified, negotiations with that respondent will be formally terminated.

CareerSource Pinellas may then undertake negotiations with the next most qualified respondent.

The evaluation and selection will be based on the criteria set forth below.

CRITERIA	WEIGHT FACTOR
<p><b>1. Requirements</b>  <b>“No” marked in any category indicates the proposal is not responsive and will not be considered.</b></p> <p>a. Was the proposal received by the due date and time?  Yes _____ No _____</p> <p>b. Was the proposal presented in the required format, all questions in this RFP answered, an original and the correct number of copies provided and a flash drive provided on which the proposal was saved?  Yes _____ No _____</p>	MANDATORY
<p><b>2. Qualifications and experience of firm and key staff that would be providing the requested benefit consulting services.</b>  The Respondent has the experience to provide the service as detailed in this RFP.</p>	35 Points
<p><b>3. Ability</b>  Demonstration of the firm’s ability to successfully complete all requirements as specified in the Scope of Work.</p>	35 points
<p><b>4. Cost</b>  The reasonableness of the cost the respondent includes in their proposal</p>	10 Points
<p><b>5. In-kind services and Corporate Citizenship</b>  Value of services in addition to those mentioned in the RFP that are proposed to be provided at no cost to CareerSource Pinellas. The in-kind services must enhance the services provided. In addition, the demonstrated level of corporate support in the local community.</p>	20 Points
<p><b>TOTAL</b></p>	100 Points

Final award of a contract will be contingent upon:

- identification of a respondent qualified and capable of providing the services sought in this RFP;
- successful negotiation of a contract; and
- available funding

#### **IV. GENERAL CONDITIONS**

##### **A. Respondent**

All private-for-profit corporations, not-for-profit corporations, or public agencies properly organized in accordance with State and Federal law and in business for at least 3 years may submit a proposal. Minority and women-owned and operated businesses are encouraged to submit.

A proposal will not be reviewed if (1) the Respondent has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the Respondent's previous contract(s) with CareerSource Pinellas have been terminated for cause; (3) the Respondent has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the Respondent's name appears on the convicted vendor list.

##### **B. Improper Business Relationships**

In connection with this RFP, each respondent shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between or among the respondent, CareerSource Pinellas staff, or the Board of CareerSource Pinellas. The respondent is responsible for disclosing, at the point of proposal submission, any such relationships. CareerSource Pinellas reserves the right to determine the materiality of such relationships, when discovered or disclosed whether intended or not; and to decide whether or not disqualification and/or cancellation of contract shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to CareerSource Pinellas.

##### **C. Contract Condition and Term**

This RFP and the evaluation and selection process shall in no way be deemed to create a binding contract or agreement of any kind between CareerSource Pinellas and any Respondent. All legal rights and obligations between the successful Respondent, if any, and CareerSource Pinellas will come into existence only when a contract is fully executed by both parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other document specifically referenced in that contract.

CareerSource Pinellas intends to issue a "fixed fee" contract. It is anticipated that the contract period shall be from January 1, 2019 to December 31, 2019, provided performance remains acceptable. CareerSource Pinellas will hold the option to continue services under the terms and conditions stated in the contract for three (3) additional one-year extensions should it be in the best interest of CareerSource Pinellas and its employees to retain said services.

##### **D. Assignment of Contract**

No third party contracts or subcontracts will be allowed, unless specifically approved, in writing, by CareerSource Pinellas.

## **E. Appeal Procedure**

A Respondent may appeal the award of a contract which was competitively procured in writing within three (3) business days after the date of the notification of Intent to Award. The appeal must state the specific reason(s) and must be based upon one or more of the criteria listed below:

- Clear and substantial error or misstated facts by the Selection Committee upon which the award decision was made
- Unfair competition or conflict of interest in the competitive procurement process
- An illegal or improper act or violation of federal procurement law

Protest must be submitted to CareerSource Pinellas' Chief Executive Officer in writing within three (3) business days of the Notification of Intent to Award. The protest must fully identify facts resulting in the contested issues. The protest will be responded to within five (5) business days. A protester whose complaint was denied by the Chief Executive Officer has the right to appeal that decision within three (3) business days to the Executive Committee. This committee shall render a final decision on behalf of the full board.

## **F. Reserved Rights**

The issuance of this RFP constitutes only an invitation to present a proposal. All information provided by CareerSource Pinellas in this RFP is offered in good faith; CareerSource Pinellas makes no certification that any item is without error. CareerSource Pinellas is not responsible or liable for any use of the information or for any claims attempted to be asserted there from.

The rights reserved by CareerSource Pinellas, which shall be exercised in its sole and absolute discretion, and shall be at no fault, cost or liability whatsoever, include without limitation, the right to:

- Supplement, amend or otherwise modify or cancel any provisions set forth in his solicitation at any time.
- To accept or reject any or all responses, to re-advertise this RFP, to postpone or cancel this process and to change or modify the project schedule at any time.
- Disqualify any respondent that submits an incomplete or inadequate response or is not responsive to the requirements of this RFP.
- Waive any defect, technicality or irregularity in any response received.
- Require additional information and/or oral presentation from one or more respondents to supplement or to clarify the proposal submitted.
- Determine whether the respondent's written or oral representations are true, accurate and complete or whether the respondent has adequately responded and has the necessary experience, including seeking and evaluating independent information on any respondent.
- Consider any information submitted that is not requested by CareerSource Pinellas in a proposal response as supplemental information and not subject to evaluation by the selection committee or Board.
- Unless otherwise specifically proposed by the respondent, CareerSource Pinellas reserves the right to hold such pricing as effective for the entire intended contract term.

- End contract negotiations if acceptable progress, as determined by the CEO, is not being made within a reasonable time frame.
- Change specifications and modify contracts as necessary to (a) facilitate compliance with the legislation, regulations and policy directives, and (b) to manage funding.
- Request additional services. If the respondent is to be engaged to perform these additional services, the scope and fee will be negotiated in a separate contract to be awarded as a result of this solicitation. Such contracts, including provisions for additional fees, are valid only if approved in writing by both the respondent and CareerSource Pinellas.

#### **G. Minority/Women/Veteran Business/Labor Surplus Enterprises**

Proposers that are qualified as minority-owned (M), women-owned (W), veteran-owned (VET), or labor surplus enterprises (LBSE) under a federal, state, or local government or public authority certification process are encouraged to submit proposals and to identify themselves as M/W/VET/LSBE. Proposers or firm wishing to be considered as such must provide evidence of certified M/W/VET/LSBE status (i.e. copy of the certification letter)

#### **H. Florida Sunshine Laws**

Pursuant to Section 445.007, FS, local workforce development boards (such as CareerSource Pinellas) are subject to the Florida Sunshine Laws (Chapters 119 and 286 and s. 24, Art I of the Florida State Constitution). Accordingly, materials produced by proposers under this RFP, as well as certain meetings and other communications, are subject to such laws.

#### **I Stevens Amendment**

- I. Pursuant to the Stevens Amendment cost disclosure requirement, these products will be 100% funded by Department of Labor grants.

**Appendix A – Respondent Information**  
**HRMS, Payroll & Benefit Broker Services**  
RFP No. 19-0530

**ORGANIZATION INFORMATION**

Company Name:

Street/Mailing Address:

City: ZIP: County:  
Company Contact Person: Title:  
Phone: Ext. Fax:  
Email Address: Website Address:

Date of Inception: Years in Business performing the work requested in this RFP: Total # Full-time Employees at this location: Years in Business in Florida performing the work requested in this RFP:

Legal Structure of Business (check one): Sole Proprietor Partnership Corporation Non-profit Leased Other (please indicate)

Employer's Federal ID #: **Dunn and Bradstreet. #:** Unemployment Comp ID #: Primary NAICS and or (SIC) Code:

Is your company current on all State of Florida tax obligations? YES NO

Description of your business, product(s) and/or service(s):

"Execution hereof is certification that the undersigned has read and understands the terms and conditions herein, and that the undersigned's principal is fully bound and committed."

Authorized Signature<sup>1</sup>: \_\_\_\_\_

<sup>1</sup> Signature required by an individual who has the authority to bind the Company to the RFP

**Appendix B – Cost Quote**

**HRMS, Payroll & Benefit Broker Services**

It is CareerSource Pinellas' expectation that brokerage fees and commissions will be borne by the selected insurance carrier/provider. If additional fees are expected to be billed to CareerSource Pinellas or if your firm offers additional fee-supported services which are supplemental to your proposal, please clearly outline such costs and services below.

If no cost is being proposed please state "these services will be provided at no cost to CareerSource Pinellas" and include an explanation of how your firm will be reimbursed for your services.

Provide a description and the amount of services in addition to those mentioned in this RFP that are proposed to be provided at no cost to CareerSource Pinellas. The in-kind services must enhance the services provided. If no in-kind services will be provided, state "There will be no in-kind services provided at no cost."

The cost quote must be for the total price to be charged for the services requested in the Scope of Work herein. WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas is exempt from the payment of Florida sales and use tax on products & services purchased.

Respondent Company Name: \_\_\_\_\_

Provide a total, not to exceed, fixed price for the benefit consulting services. Provide detail, including estimated hours, by the appropriate milestones that are mentioned in the Scope of Work. Describe any payment terms that will be requested, if any.

Milestone	Estimated hours	Cost
Total, not to exceed, fixed price		

State whether this cost is all-inclusive and therefore includes all out-of-pocket expenses, indirect or administrative fees, travel costs, etc. Identify any assumptions made in deriving the fees and administrative rates.

Provide a statement as to why your firm feels the proposed total cost is reasonable and competitive.

**Appendix C – Questionnaire**  
**HRMS, Payroll & Benefit Broker Services**

RFP No. 19-0530

Provide a response for each of the following requests for further information:

- A. A clear and definitive statement of the related experience and qualifications of your firm in delivering the services requested herein. Briefly describe your company's organization, philosophy, management, and a brief company history.
- B. A description of the experience of the firm's key staff as it relates to the benefit consulting services requested in this RFP.
- C. A description of those qualifications and/or services that distinguish you from your competitors. For example, does your firm have a benefits attorney and is s/he a resource for clients to utilize at no cost?
- D. Confirm that your firm is a benefits consultant / broker and are not employed by any insurance company, third party administrative agency or provider network.
- E. Describe your contractual relationships, if any, with organizations or entities necessary to your proposal's implementation (i.e. actuarial services, data information services, etc.).
- F. Provide a clear and detailed explanation of how your firm will provide the services listed under "Scope of Work" in this RFP. Briefly describe the level of service and support to be provided to CareerSource Pinellas by your firm on a day-to-day basis. Include detail on how your firm assists clients in developing a strategic benefit plan.
- G. Describe your firm's basic approach to the management of this type of consulting arrangement.
- H. What training resources does your firm provide to assist your clients in educating and training their HR staff?
- I. Does your firm provide a consolidated "Benefits Guide" for any open enrollment purposes?
- J. Extent and success of previous similar work your firm has provided to organizations similar in nature and size to CareerSource Pinellas. Provide a list of four verifiable references, all of whom are able to comment on your organization's relevant experience. Please furnish:
  - Services you provided
  - Benefit programs addressed
  - Time period covered
  - Number of covered employees
  - Contact name and email address.
- K. Is your organization registered as a Disadvantaged Business Enterprise (DBE) or a minority or woman owned and operated business with the State of Florida?
- L. Corporate citizenship. Describe your firm's involvement in and support of the local community. Examples of this support include, but are not limited to, staff volunteer time, monetary donations directly from your firm or through your firm's foundation, and aid/assistance given to nonprofit organizations and communities in areas such as education, housing, health, workforce development, social welfare, and the environment.
- M. Provide clear and detailed cost analysis of each product you are requesting consideration for.
- N. Other Information - Please include any additional information not already requested that your firm considers essential to your response. If there is no additional information to include, state, "There is no additional information our firm wishes to present."

**Attachment D – General Provisions, Certifications, and Assurances  
HRMS, Payroll & Benefit Broker Services**

**J. General Provisions, Certifications, and Assurances**

CareerSource Pinellas will not award a contract where the Contractor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this resulting Agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, the Contractor is providing the assurances and certifications as detailed below:

• **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION** (29 CFR Part 95 and 98).

The prospective Vendor certifies to the best of its knowledge and belief that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

- Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.
- Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

• **CERTIFICATION REGARDING LOBBYING** (29 CFR Part 93).

Vendor certifies, to the best of his or her knowledge & belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

• **NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE** (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted



immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

- **WORKER'S COMPENSATION RELEASE.**

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Pinellas shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

- **V. COST ANALYSIS CERTIFICATION.**

That the cost data presented on line-item budgets or bids related to this RFP were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this award, or modification, based on this data provides CareerSource Pinella the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

- **VI. AMERICANS WITH DISABILITIES ACT**

Vendor will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

- **VII. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor and Subvendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Subvendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

- **VIII. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Vendor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

- **IX. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

- **X. ENERGY EFFICIENCY**

Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

- **XI. ACCESS TO RECORDS**

Access by CareerSource Pinellas the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

- **XII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

- **XIII. RECORD RETENTION**

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

- **XIV. PROVISION AGAINST ASSIGNMENT**

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

- **XV. DAVIS-BACON ACT**

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

- **XVI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Vendor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

- **XVII. ENVIRONMENTAL STANDARDS**

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO0 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.) (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

- **XVIII. INTEGRITY**

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

- **XX. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties. The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one-year period at the end of this contract.

- **XXI. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Vendor fails to provide any of the services it has contracted to provide; or
  - b. Vendor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

- **XXIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

- **XXIV. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- **XXV. THE PRO-CHILDREN ACT**

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- **XXVI. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Organization/Business Name