



## **REQUEST FOR PROPOSAL (RFP)**

### **Financial Audit Services, Tax Services And 401K Audit**

**RFP No. 21-0303**

**ISSUE DATE:  
March 3, 2021**

**PROPOSAL SUBMISSION DEADLINE:  
March 26, 2021**

**CareerSource Pinellas  
13805 58<sup>th</sup> Street N., Suite 2-140  
Clearwater, FL 33760**

WorkNet Pinellas, Inc. dba CareerSource Pinellas is requesting proposals for the provision of: **AUDIT SERVICES, TAX SERVICES AND 401K AUDIT.**

Parties interested in submitting a Proposal should review this entire document.

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## I. Overview

CareerSource Pinellas is requesting proposals from public accounting firms, whose members are independent certified public accountants, licensed by the State of Florida, to perform a financial audit and preparation of Form 990 for the fiscal year ending June 30, 2021, and an audit of CareerSource Pinellas' 401K plan for 2020.

### A. RFP Timeline

All times listed reflect Eastern Standard Time (EST). These dates are estimates only and are subject to change by CareerSource Pinellas without recourse.

Action	Date
Release of Request for Proposals	March 3, 2021
Question and Answer Period	March 10 - 24, 2021
Responses to RFP Due	March 26, 2021 (no later than 5:00 PM EDT)
Evaluation Team Conducts Proposal Reviews	March 29, 2021 – April 9, 2021
CareerSource Pinellas selects proposer(s) for services (Board Meeting)	May 19, 2021
Contract Negotiations	May 21 - 28, 2021

### B. Questions and Answers

Questions and/or requests for clarification may be submitted by email to [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com) until March 24, 2021 at 5:00 PM. Please reference RFP No. 21-0303 in the subject line. **Questions and Answers will be posted on the CareerSource Pinellas website at:**

**<https://careersourcepinellas.com/about-us/requests-for-proposals/>**

Questions will not be responded to individually.

### C. Proposal Submission

Sealed responses must be received no later than March 26, 2021 at 5:00 PM. Responses may be delivered via U.S. Mail, overnight courier service, hand delivered or emailed. Please see Section IV-B below for full submission requirements.

## II. Background of Organization

WorkNet Pinellas, Inc. dba CareerSource Pinellas, is a 501(c)(3) non-profit organization that serves as one of 24 regional workforce boards in the State of Florida. CareerSource Pinellas serves Pinellas County. The purpose of this request for proposal (RFP) is to obtain the services of an accounting firm whose principle officers are independent certified public accountants (herein referred to as "vendor") to perform a financial and compliance audit of WorkNet Pinellas, Inc. dba CareerSource Pinellas (CareerSource Pinellas). CareerSource Pinellas is seeking quotes from vendors interested in providing audit services beginning May 1, 2021. Please consider this document a formal RFP. Responses to this RFP are to be used to determine the best-qualified vendor for these audit services and will be the basis for

negotiating a contract.

### **III. Legislation**

Federal and state legislation has merged local workforce development projects into an integrated, cooperative One-Stop system that shares resources and prevents duplication of effort. This system focuses on building a strong local workforce to serve local employers. This One-Stop system assists employers with hiring local talent, assists unemployed jobseekers with re-employment services, prepares new career seekers for entry into the workforce, provides current labor market information, trains career seekers for employment and advancement, assists customers in transitioning from welfare to work and provides continuing services that promote job retention, career development, life-long learning and economic self-sufficiency.

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014. The law supersedes the Workforce Investment Act of 1998 and amend the Adult Education and Family Literacy Act, the Wagner Peyser Act, and the Rehabilitation Act of 1973.

The Florida Department of Economic Opportunity (DEO) assists LWDBs in complying with the Federal and State Single Audit Acts and ensures that its duties as a pass-through entity (as defined in these Acts) are accomplished. In addition, CareerSource Florida, Inc. and DEO have established special guidelines concerning audit quality that LWDBs are expected to follow.

### **IV. Eligible respondents must meet the following criteria**

To be considered for a contract award, under this solicitation, interested firms must be licensed Certified Public Accountants (CPA). Only licensed CPA firms may respond to this Request for Proposal.

### **V. Contract Term**

The contract term will be a one-year term, renewable for up to four one-year terms, beginning May 1, 2021. Renewal will be the option of CareerSource Pinellas and its Board of Directors.

### **VI. Additional Information**

Additional information on CareerSource Pinellas, workforce development, legislation and programming, can be found at the sources below:

- CareerSource Florida - <http://careersourceflorida.com/>
- Florida Department of Economic Opportunity - <http://www.floridajobs.org/> & <http://www.floridajobs.org/PDG/guidancepapers/019AuditAndAuditResolution.pdf>
- CareerSource Pinellas - <http://www.careersourcepinellas.com/>
- U.S. Department of Labor Employment and Training Administration -

<https://www.doleta.gov/WIOA/FactSheet.cfm>

- Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

## **VII. Scope of Work**

### **Overview**

Our operating budget for the fiscal year ending June 30, 2021 is roughly \$10M. As a subrecipient of federal financial assistance exceeding \$750,000, we are subject to the single audit requirements of Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, along with additional requirements stipulated in the DEO Final Guidance #AWI FG 05-019, revised August 12, 2005. Accounting records are maintained on an automated system using Abila MIP Fund Accounting software. CareerSource Pinellas maintains five (5) bank accounts, which are as follows:

- 1) One account for federal funds with ACH Deposits from DEO with approximately 1,000 checks and 180 ACH payments per year;
- 2) A payroll related account to fund 26 payrolls through ADP per year;
- 3) A checking account for our unrestricted funds; and
- 4) Two money market accounts.

Hard copies and electronic files are created and reside in our Administrative Office at 13805 58<sup>th</sup> Street N., Suite 2-140, Clearwater, Florida.

### **Services Required**

1. An independent, organization-wide financial and compliance audit is to be conducted, completed and submitted as required.
2. An annual audit will be completed for each program year for all financial operations. Audit services under this procurement beginning June 30, 2021 and ending June 30, 2025.
3. Audit will examine the status of compliance with stated federal laws governing structure, functions and mission of local workforce boards and report any material non-compliance.
4. The audit will be conducted in accordance with generally accepted auditing standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. In addition, the audits are to be performed in accordance with Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; along with all regulations, policies and rules related to the applicable funding sources as issued by the U. S. Department of Labor, Florida Department of Children and Families, CareerSource Florida Inc. and the Florida Department of Economic Opportunity. Also, each Audit shall comply with the Florida Single Audit Act, FS 215.97 and Chapter 10.650 of the Rules of the Auditor General, most current

revisions if audit coverage of financial assistance is provided by the State (such as General Revenue) rather than by the Federal Government.

5. The Audit will include the independent auditor's report on the financial statements including: balance sheet; related statement of revenues, expenses, and changes in fund balances; statement of functional expenses; and the notes to the financial statements. An independent auditor's report on the Schedule of Federal Awards and State Financial Assistance will also be provided.
6. Audit firm will test CareerSource Pinellas' reconciliation of its financial records to SERA, a proprietary system maintained by DEO. Auditor will include a note to the financial statement confirming whether or not such reconciliation was done by CSP in a satisfactory way.
7. Fieldwork for preparation of the audit may commence in September of 2021. The complete schedule of audit activities and services will be part of the final contract negotiations.
8. During the audit fieldwork, the audit team will meet daily with responsible CareerSource Pinellas staff to provide updates on activities and concerns. Should problems be discovered, the CareerSource Pinellas CEO will determine whether to take appropriate corrective action at that time.
9. In addition to meeting with respective staff in preparing and reviewing the audit, the accounting firm will provide an audit presentation to the CareerSource Pinellas Audit Committee. The accounting firm may be required to make presentation to the full CareerSource Pinellas board of directors upon request.
10. Auditors will prepare a Management Letter for findings and observations not included in the audit report.
11. Auditors will prepare and file IRS Form 990 by IRS deadlines.
12. Auditors will perform audit of CareerSource Pinellas's 401K Retirement Plan starting with year-ended December 31, 2020.

## List of Programs and Projected Funds PY 20-21

Program	Projected Funds	CFDA Numbers
Workforce Innovation and Opportunity Act (WIOA) - Adult, Youth and Dislocated Worker	4,970,000	17.258, 17.259, 17.278
Welfare Transition/Temporary Aid Needy Families (TANF)	2,420,000	93.558
Wagner-Peyser	675,000	17.207
Veteran Programs - Disabled Veteran's Outreach Program (DVOP) & Local Veteran's Employment Rep (LVER)	132,000	17.801, 17.804
Supplemental Nutrition Assistance Program - Employment and Training (SNAP)	365,000	10.561
Trade Adjustment Assistance Program	146,000	17.245
RESEA	365,000	17.225
Federal Cares Act	225,000	21.019
Department of Labor Youthbuild	230,000	17.274
Ticket to Work (SSA), Other	150,000	N/A

### Management and Advisory Services

The accounting firm may be called upon to provide additional professional services beyond the successful completion of the audit. The exact scope and nature of these management and advisory services have not been determined but will be consistent with the role and expertise of a certified public accounting firm. Primarily, it is anticipated that services will be provided on an as-needed basis and as requested by either CareerSource Pinellas's CEO or board of directors through the term of the agreement. Fees will be determined prior to the time additional professional services are rendered.

### VIII. Other Conditions

#### 1. Technical Assistance Provided by CareerSource Pinellas

- a. CareerSource Pinellas staff will be available to provide technical assistance with the provision of information needed to perform a financial and compliance audit. CareerSource Pinellas staff will also respond to requests for information, provide documentation or offer other assistance that may be necessary during the course of the review.
- b. CareerSource Pinellas staff will provide copies of prepared reports, statements and schedules for the auditor.

- c. CareerSource Pinellas will provide the auditor with reasonable workspace, desk and chair with access to a telephone, fax, copies, Wi-Fi, and proprietary systems necessary for the completion of the audit.
- d. Report preparation, editing and printing shall be the responsibility of the firm.

## 2. Working Papers

- a. All working papers, statements, schedules, reports and memoranda made by the accounting firm in the course of the duties described herein will be and remain the property of the accounting firm. However, copies of internal control work papers must be provided to CareerSource Pinellas in electronic format at the completion of each audit. DEO requires these working papers to be maintained by CareerSource Pinellas and available for their review.
- b. The accounting firm shall permit the appropriate divisions of the State of Florida; the Governor of the State of Florida; the United States Secretary of Labor; the United States Secretary of Health and Human Services; the Inspector General of the United States Department of Labor; the Inspector General of the Department of Health and Human Services; the United States Comptroller General; the United States General Accounting Office; or their designated representatives to have access to and make copies of the working papers and documents related to the professional services rendered. Copying costs will be borne by the requesting agency.
- c. The working papers and related documents must be maintained and made available for inspection for a period of five (5) years from the date of the audit report or after all findings, claims, etc., have been closed, whichever is later. These records must be made available within a reasonable period of time at the CareerSource Pinellas's Administrative office.

## 3. Payment

Payment for professional services will be specified in the agreement. The vendor will submit invoices on an incremental basis as work progresses. Final payment will be held until the CareerSource Pinellas accepts the final audit report.

## 4. Disclosure

The vendor will keep all documents and other information relating to these professional services confidential. Such information will only be disclosed to the CareerSource Pinellas Audit Committee, CareerSource Pinellas board of directors and appropriate CareerSource Pinellas staff. Such information may also be made available to certain governmental agencies as specified in Section 2.b. above. Other than these exceptions, the accounting firm will not publish, reproduce or otherwise divulge such information, in whole or in part, nor authorize or permit others to do so.

## **IX. Instructions to Proposers**

Interested parties desiring to provide proposal for services as described in this RFP must

submit responses to CareerSource Pinellas in the following manner:

- Inquiries regarding this RFP should be submitted via email to: [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com). **Please type “INQUIRY: AUDIT SERVICES” in the subject line.**
  - Questions and Answers will be posted on the CareerSource Pinellas website at: <https://careersourcepinellas.com/about-us/requests-for-proposals/>
  - Questions will not be responded to individually.
  - To maintain integrity of the process, proposers must only submit its questions to email addresses stated above.
- Respondents shall submit all data in the formats specified in this RFP. The forms furnished must be used when submitting the reply. Forms are to be filled out in pen and ink or typewritten with alterations, changes or amendments initialed. All forms must be signed and dated.
- **REPLIES MUST BE RECEIVED ON OR BEFORE THE DATE** reflected in the RFP Timeline in Section I(A) of this RFP. It is the Respondent’s responsibility to assure their reply submittal is delivered at the proper place and time as required in this RFP. **The official date and time of receipt is the date and time the reply is stamped by CareerSource Pinellas.** Late replies will not be accepted.
- **NOTE: Failure to respond** to any required section of this RFP may result in disqualification of the proposal. Do not include the full RFP document in your proposal.
- **Respondents should not include marketing materials in their RFP submission.** Respondent’s replies must state that their reply constitutes an offer that remains valid for at least 120 days after receipt of the reply.
- Replies may be sent via U.S. Mail, Courier, Hand Delivered or emailed to the location and individual indicated below:

**CareerSource Pinellas**  
**Attn: Jennifer Brackney, CEO**  
**13805 58<sup>th</sup> Street North, Suite 2-140**  
**Clearwater, FL 33760**

- **If emailing a Response**, it must be submitted as a single .pdf document, inclusive of all attachments and be submitted to: [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com).
- Each email submission must be followed up with a confirmation email directed to [rdaratany@careersourcepinellas.com](mailto:rdaratany@careersourcepinellas.com), confirming such submission. Proposers shall not copy or blind copy any other CareerSource Pinellas official, employee or board member. Violating these conditions may render a submitted proposal disqualified and subject to no further review.

- Responses by telephone or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 120 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely those of the respondent, and CareerSource Pinellas assumes no responsibility for any of such costs.
- The proposal shall be signed by a duly authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Proposer, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official.

## **X. Proposal Requirements**

### **A. Contract Period**

This solicitation will result in a fixed price contract with the original contract period beginning upon execution of the contract. The original term of this contract shall be from the date of the award through the date the audit and returns are completed for the period June 30, 2021. All prices shall be firm for the term of this contract.

### **B. Contract Renewal**

At the discretion of CareerSource Pinellas, this initial 1-year contract may be renewed for four additional one-year terms. Such renewal(s) shall be made by mutual agreement and shall be contingent on satisfactory performance evaluations as determined by CareerSource Pinellas and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. Any modifications to expand or enhance the planned scope of audit and tax preparation services of the contract in future years that may necessitate additional funds beyond the original prices submitted shall be made by mutual agreement. The awardee agrees to this condition by signing its proposal.

## **XI. Format for Preparing the Proposal**

Proposals in response to this RFP shall adhere to format outlined below:

Proposal should include adequate information to evaluate the firm based on criteria set forth in this RFP. All proposal must be complete and signed using the provided proposal documents, when applicable.

**ATTACHMENT A** – Proposal form consists of the following documents:

- Part 1 – Cover Sheet
- Part 2 – Cost/Price Proposal Form

## **ATTACHMENT B – RELATIONSHIP DISCLOSURE FORM**

1. Proposer must describe its organization, size and structure. Indicate whether the firm is in compliance with the registration, licensure and permit requirements to practice as a public accounting firm in the State of Florida. The vendor should indicate location of administrative office and years in business at that location. Proposer should also include a copy of its most recent peer review.
2. Proposer must provide a summary of qualifications including the following:

- a. Audit Team

Proposer must describe the qualifications of staff to be assigned to the audit. Descriptions should include:

- i. The audit team makeup.
- ii. The overall supervision to be exercised.
- iii. The prior experience of the individual audit team members.

Provide information only on staff to be assigned to the audit. Information concerning education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed as a CPA, etc. will be considered.

3. Proposer must describe its understanding of the scope of work to be performed, including audit procedures, estimated hours and other relevant information. The vendor must provide a work plan that includes an explanation of the audit methodology to be followed in order to perform the services required within the established time period.
4. Proposer must describe its prior auditing experience including the names, addresses, contact persons and telephone numbers of prior organizations audited. Experience should include the following categories.
  - a. Prior experience auditing WIOA, TANF and Wagner Peyser programs.
  - b. Prior experience auditing similar programs funded by the Federal Government.
  - c. Prior experience auditing similar programs funded by the State of Florida.
  - d. Prior experience auditing similar county or local government activities.
  - e. Prior experience auditing nonprofit organizations.

5. Proposer shall also provide three (3) letters of reference from past clients (private and/or public) within the last five (5) years that speak to the company's ability to handle the duties noted in this RFP.

**ATTACHMENT C** - Vendor General Provisions, Certifications and Assurances

**Provided ATTACHMENTS A, B, and C must be completed and submitted.**

No proposal will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the proposal will not be considered.
- b) Compatible - The proposal must be compatible with the goals and objectives of this request.

**XII. Evaluation Criteria**

All complete proposals will be evaluated according to the guidelines set forth in this RFP. All proposals will be evaluated based on responsiveness to this RFP.

	<b>Criteria</b>	<b>Points</b>
	1. Proposer appears qualified to perform the work requested. <i>Score of 20 indicates more than adequate while 0 indicates not adequate.</i>	<b>20</b>
	2. Proposal has an accurate understanding of the work to be performed. <i>Score of 20 indicates full understanding while 0 indicates no understanding.</i>	<b>20</b>
N	3. Proposal cost is lowest of all quotes. <i>Score of 20 indicates lowest of all quotes while 0 indicates highest of all quotes.</i>	<b>20</b>
	4. Proposer has experience providing audit services to similar organizations. <i>Score of 20 indicates most experience while 0 indicates least experience.</i>	<b>20</b>
	5. The qualifications of the proposer demonstrates their capacity to perform the scope of work. <i>Score of 20 indicates most experience while 0 indicates least experience.</i>	<b>20</b>
	6. Proposer business status is a certified minority-owned, women-owned, veteran-owned business and/or proposer's business is located/operated in a labor surplus designated area.	<b>5</b>
	7. Other factors such as review of respondents' website, prior experience, etc.	<b>10</b>
	<b>TOTAL</b>	<b>115</b>

Negotiations will be started with the proposer, whose proposal has been judged most

appropriate with regard to all factors, including product quality, cost, and lease-factor ratio. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in Florida as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of proposer's service proposals will contribute to the selection.

The following criteria will form the basis upon which CareerSource Pinellas will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

### **XIII. Conditions and Limitations of this RFP**

The following conditions are applicable to all proposals:

This RFP does not commit or obligate CareerSource Pinellas to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CareerSource Pinellas reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to CareerSource Pinellas at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and CareerSource Pinellas reserves the right to waive informalities and minor irregularities in proposals received. CareerSource Pinellas reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All proposals are subject to negotiation by CareerSource Pinellas.

CareerSource Pinellas reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. All proposals become the property of CareerSource Pinellas and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between CareerSource Pinellas and the individual or firm selected.

CareerSource Pinellas may require the selected proposer to participate in negotiations, and to submit price, technical, or other revisions for the proposals in writing, which may result from negotiations.

### **XIV. Important Notice to All Respondents**

CareerSource Pinellas is funded entirely by federal grants. Accordingly, 100% of the cost will be financed with federal funding from the US Departments of Labor, Health and Human

Services and Agriculture as part of awards totaling approximately \$9,525,000

#### **XV. Minority/Women/Veteran Business Enterprises/Labor Surplus Designated Areas**

Proposers that qualify as minority-owned, women-owned, veteran-owned enterprises or those operating within a labor surplus designated areas under a federal, state or local government or public authority certification process (**M/W/VETBE/LSA**) are encouraged to submit proposals and to identify themselves as M/W/VETBE/LSA respondents. Any vendor or firm wishing to be considered as such must provide evidence of certified M/W/VETBE/LSA status (such as a copy of the certification letter, etc.).

#### **XVI. Applicability of Sunshine Laws**

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Pinellas) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CareerSource Pinellas is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

#### **XVII. Appeal Procedure for Procurement Actions**

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to the President/ CEO within three business days after the date of notification of intent to award to selected vendors of CareerSource Pinellas. Appeals must state the specific reason for appeal, and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision-making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the proposer.
- Other grounds that may substantially alter CareerSource Pinellas's award decision.

The CareerSource Pinellas President/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved proposer. Failure to file a protest within three business days after the date of notification of intent to award the contract will constitute a waiver of the proposer's right to appeal.

**ATTACHMENT A – Proposal Form**

**Part 1 – Cover Sheet**

<b>Name of Respondent:</b>
<b>Business Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>Years in Business:</b>
<b>DUNS Number:</b> _____ <b>FEIN Number:</b> _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent: <b>Name and Title:</b> _____ <b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>Email:</b> _____
<b>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP by tendering an offer to CareerSource Pinellas; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 120 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</b>

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Proposer's Name: \_\_\_\_\_

### Part 2 – Cost/Price Proposal Form

Provide all-inclusive flat rate fee for all labor, materials, report reproduction, travel and other miscellaneous expenses required to perform audit services in accordance with scope of work (see section 6.0). Price must also be provided for the option of CareerSource Pinellas engaging the proper for year two, year three, year four, and year five. All prices shall be firm for the term of this contract. This form may be supplemented, as applicable.

#### Annual Audit:

Fiscal Year Ending	Price
June 30, 2021 - 1st Year	
June 30, 2022 - 2 <sup>nd</sup> Year	
June 30, 2023 - 3 <sup>rd</sup> Year	
June 30, 2024 - 4 <sup>th</sup> Year	
June 30, 2025 - 5 <sup>th</sup> Year	

#### Annual 990 Preparation:

Fiscal Year Ending	Price
June 30, 2021 - 1st Year	
June 30, 2022 - 2 <sup>nd</sup> Year	
June 30, 2023 - 3 <sup>rd</sup> Year	
June 30, 2024 - 4 <sup>th</sup> Year	
June 30, 2025 - 5 <sup>th</sup> Year	

Proposer's Name: \_\_\_\_\_

**Part 2 – Cost/Price Proposal Form (Continued)**

**401K Retirement Plan Audit:**

<b>Year Ending</b>	<b>Price</b>
December 31, 2020 1st Year	
December 31, 2021- 2 <sup>nd</sup> Year	
December 31, 2022- 3 <sup>rd</sup> Year	
December 31, 2023- 4 <sup>th</sup> Year	
December 31, 2024- 5 <sup>th</sup> Year	

**Proposer to specify hourly rates used to provide above prices for each annual period.**

<b>Professional Level</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>
Partner					
Senior Manager					
Manager					
In-Charge/Senior					
Staff					
Administrative					

## ATTACHMENT B

### Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Jennifer Brackney, CEO of CareerSource Pinellas; (ii) CareerSource Pinellas' current board of directors; and (iii) an employee of CareerSource Pinellas. A listing of CareerSource Pinellas' current board may be found here: <https://careersourcepinellas.com/wp-content/uploads/2021/01/UpdatedBoardRoster-01.12.21.pdf>

### QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

#### What Information Needs To Be Disclosed On The Relationship Disclosure Form?

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Pinellas staff or board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Pinellas staff or board member; (2) a CareerSource Pinellas board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Pinellas; or (4) Respondent is a business associate of any CareerSource Pinellas board member.

#### HOW ARE THE KEY RELEVANT TERMS DEFINED?

*Respondent* means the individual(s) or firm making any proposal pursuant to this RFP (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

*Business associate* means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Pinellas staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

*Relative* means an individual who is related to a CareerSource Pinellas staff or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandparent, step-grandchild, step-great-grandchild, person who is engaged to be married to a CareerSource Pinellas Principal or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Pinellas Principal intends to marry or with whom the CareerSource Pinellas Principal intends to form a household, or any other natural person having the same legal residence as the

CareerSource Pinellas Principal. (See Section 112.312(21), Florida Statutes.)

**Does The Relationship Disclosure Form Need To Be Updated If Information Changes?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a vendor is selected.

**Who Will Review The Information Disclosed On The Relationship Disclosure Form And Any Updates?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the President & CEO of CareerSource Pinellas.

**Relationship Disclosure Form**

*This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Pinellas.*

**Part I**

**INFORMATION ON RESPONDENT:**

Legal Name of Respondent: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone (    ) \_\_\_\_\_

Facsimile (    ) \_\_\_\_\_

**Part II**

**IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE PINELLAS PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS ANY CAREERSOURCE PINELLAS PRINCIPAL AN EMPLOYEE OF RESPONDENT?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE PINELLAS PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE PINELLAS PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

\_\_\_\_\_  
\_\_\_\_\_

*(Use additional sheets of paper if necessary)*

**Part III**

**ORIGINAL SIGNATURE REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Pinellas awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Respondent

Date: \_\_\_\_\_

Print name, title of person, and organization name of individual completing this form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT C

### **VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

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

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

#### **1. 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, nor any of 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).

#### **2. 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.

### **3. 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:

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;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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.

#### **4. 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.

#### **5. COST ANALYSIS CERTIFICATION.**

That the cost data presented on-line item budgets or bids related to this Agreement 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 Pinellas 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. 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.

## **10.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 (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

## **11.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.

## **12.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

## **13.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.

## **14.CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

The 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.

## **15.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).

## **16.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).

## **17.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).

## **18.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.

## **19.PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Vendors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

## **20.MODIFICATIONS**

The terms of this 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 agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this agreement at will to accommodate any change in the federal or state programs, under which this agreement is funded, any change in the interpretation of the federal or state programs, under which this 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.

## **21. TERMINATION FOR DEFAULT/CONVENIENCE**

This agreement may be terminated as follows:

- Either party may request termination of agreement upon 60 days prior written notice to the other party.
- The Board may unilaterally terminate or modify this 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.

The Board may unilaterally terminate this modified agreement at any time that it is determined that:

- Vendor fails to provide any of the services it has contracted to provide;  
or
- Vendor fails to comply with the provisions of this modified agreement;  
or
- Such termination is in the best interest of the Board.

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 Pinellas 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.

## **22. COMPLIANCE WITH TANF**

**Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.**

## **23. 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.

## **24. PUBLIC RECORDS**

To the extent Service Provider is acting on behalf of CareerSource Pinellas as provided under Subsection 119.011(2) of the Florida Statutes, Service Provider shall:

1. Keep and maintain public records required by CareerSource Pinellas to perform the services under this Agreement.
2. Upon request from CareerSource Pinellas's custodian of public records, provide CareerSource Pinellas with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following

completion of the Agreement if the Service Provider does not transfer the records to CareerSource Pinellas.

4. Upon completion of the Agreement, transfer, at no cost, to CareerSource Pinellas all public records in possession of Service Provider or keep and maintain public records required by CareerSource Pinellas to perform the service. If the Service Provider transfers all public records to CareerSource Pinellas upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Pinellas, upon request from CareerSource Pinellas's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Pinellas.

If the Service Provider fails to provide the public records to CareerSource Pinellas within a reasonable time the Service Provider may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CareerSource Pinellas may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

**IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE PINELLAS**

**25. 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.

**26. 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.

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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

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Date