



**REQUEST FOR PROPOSAL (RFP)**

**WIOA YOUTH SERVICES**

**RFP No. 23-0314**

**ISSUE DATE:  
March 14, 2023**

**PROPOSAL SUBMISSION DEADLINE:  
April 10, 2023**

**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 WIOA Youth Services

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

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## I. Overview

WorkNet Pinellas, Inc. dba CareerSource Pinellas (CareerSource Pinellas) is seeking proposals from high-quality, innovative, collaborative providers of Youth Services to provide year-round out of school and in school youth programs in Pinellas County. The program will operate under the provisions off Youth Services as outlined in the Workforce Innovation and Opportunity Act (WIOA), to include related guidelines as set forth by the State of Florida. Programs much be focused on At-Risk Youth ages 14-24, with a program design that increases the focus on serving the targeted population and prioritizing a connection with employers, especially through work experience and work-based learning opportunities. Proposals for innovative activities or programs, consistent with WIOA rules and regulations, are encouraged. Reference information for WIOA is available on the internet at: [Workforce Innovation and Opportunity Act | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eop/whd/workforce-innovation-and-opportunity-act). Parties interested in responding to this Request for Proposal (RFP) should review this entire document, including the key information shown directly below.

### A. RFP Timeline

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

Action	Date
Release of Request for Proposals	March 14, 2023
Question and Answer Period	March 14, 2023 – April 5, 2023
Responses to RFP Due	April 10, 2023
Evaluation Team Conducts Proposal Reviews	April 13, 2023
Evaluation Results Presented to the Workforce Solutions Committee	April 20, 2023
CareerSource Pinellas selects proposer(s) for services (Board Meeting)	May 17, 2023
Contract Negotiations	May 17, 2023 – June 30, 2023

### B. Questions and Answers

Questions and/or requests for clarification may be submitted by email to [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com) until April 5, 2023, at 5:00 PM. Please reference RFP No. 23-0314 in the subject line. **Questions and Answers will be posted on the CareerSource Pinellas website at:**

<https://careersourcepinellas.com/contracting-and-grants/>

Questions will not be responded to individually.

### C. Proposal Submission

Sealed proposals must be received no later than April 10, 2023, at 5:00 PM. Responses may be delivered via U.S. Mail, overnight courier service, hand delivered or emailed.

The proposal should include a description of how the provider will address all applicable areas described in section VI. The response should include an affirmative statement that the provider can meet all criteria outlined in parts VI. If criteria cannot be met, the vendor is to state in their proposal which requirements cannot be met.

## **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 WorkNet Pinellas, Inc. Governing Board was appointed and designated by the Pinellas County Board of County Commissioners to act as the Pinellas County Workforce Development Board under provisions of the "Workforce Innovation and Opportunity Act of 2014".

## **III. Minimum Qualifications**

To be considered for review, proposals must follow the instructions in the RFP, provide all information required in the proposal package, and include all required attachments (signed and dated by your organization's representative, as indicated). The selected service provider will be required to agree to the General Terms and Conditions in CareerSource Pinellas' contract and must also comply with all applicable federal and state laws and regulations, and with local policies established by CareerSource Pinellas.

Potential service providers must meet the following minimum qualifications:

- Has provided services similar in nature and complexity for at least two (2) consecutive years
- Has contracted with at least one (1) organization similar in scope and size of this contract within the past three (3) years
- Has a Certificate of Incorporation to conduct business in this capacity in the State of Florida
- Has received an unqualified financial audit for the past three (3) years
- Can produce a clean monitoring track record
- Can demonstrate innovative programs
- Can demonstrate effective measures of success

## **IV. Contract Term**

The contract term will be from July 1, 2023, thru June 30, 2024, with an option to renew annually for up to an additional three (3) years, based on performance, organizational strategies or funding availability. CareerSource Pinellas retains the right to not renew the agreement with or without cause.

## **V. CareerSource Pinellas Information**

Additional information on CareerSource Pinellas can be found at:

- CareerSource Pinellas - <https://careersourcepinellas.com/>

## VI. Scope of Work

### A. Overview

Proposer(s) may be any organization(s) structured in accordance with state and federal laws with experience in youth workforce development programs.

Responses may be submitted by a single entity or by a consortium of organizations or agencies that have agreed to work cooperatively to deliver services and achieve desired outcomes. This strategy will encourage the collaboration of public, private, and community-based partnerships. Consortia responses to the RFP must be filed as a single proposal.

Proposals may include all components, or a specified combination of component(s) listed in this RFP. A relationship with local businesses, community organizations, and educational entities must be evidenced. The proposal must identify the provision of direct services related to youth workforce development programs as outlined under WIOA law, including any subsequent amendments, and must comply with WIOA Chapter 2, Section 126, "Use of funds for youth activities." It is estimated that the funds available for the Youth Services program will be \$500,000 in total per year. Proposals submitted should be for a minimum of \$50,000. Payment for services will be remitted on a cost reimbursement basis.

The service provider(s) will perform all the following youth services and activities for CareerSource Pinellas. In your proposal, please describe in detail how you will accomplish the following components of WIOA Youth Services:

- 1. Recruitment/Application:** Describe how your recruitment will place a priority on out-of-school youth, high school dropout recovery, and disconnected youth with significant barriers to success. Recruitment includes but is not limited to outreach, identifying potentially eligible young adults, working with parent and guardians to inform about program services and secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit out of school and in school young adults.
- 2. Eligibility Determination:** Describe how you will streamline the eligibility process for disconnected youth and how all applicable WIOA defined barriers of youth will be documented and recorded. Determination of WIOA eligibility will include ensuring suitability for program services and collecting and verifying all necessary eligibility source documents. WIOA requires all young adults to meet eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA funded services.
- 3. Program Orientation/Enrollment:** Describe your orientation process and strategies for expedited enrollment of youth. Describe how you provide young adults information on the full array of available services and how to access them.
- 4. Initial Objective and Formal Assessment:** Describe the assessment tools (inclusive of academics and career interests) to be utilized in recruitment and case management

functions. Include details on how reasonable accommodations will be provided in the assessment process when necessary for people with disabilities. An objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, strengths, supportive service needs, mental health services, and development needs. The goal is to accurately evaluate each young adult in order to develop an appropriate service strategy to meet their individual needs.

**5. Development of Individual Service Strategy (ISS):** Provide an example of a youth ISS that will be utilized. The ISS is an age appropriate, individualized, documented plan of short- and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, supportive services, and incentives. The ISS will identify the timeframe in which each young adult will be expected to complete all activities related to each of the goal(s) specified in the ISS and should be updated with the young adult during the course of service. The ISS will clearly connect the services to be provided to each young adult, identifying the outcomes to be achieved between WIOA enrollment and exit. The ISS directly links to one or more WIOA performance outcomes.

**6. Assignment and management of workforce development activities:** Describe your case management and oversight system for WIOA youth programming. Case management tracking will be recorded and documented in the Employ Florida (EF) online portal. Case management extends from recruitment through follow up services. The career counselor supports and motivates participants and coordinates services and information to prepare young adults for post-secondary education opportunities, academic and occupational training, or employment and training opportunities, as appropriate.

**7. Partnership and collaboration strategies for workforce programs, community partners, and local employers:** List local partnerships and describe your strategies to ensure youth participants receive comprehensive services from a variety of organizations to remove barriers to success. Services may be provided directly through the proposer or using seamless referrals to appropriate providers.

**8. Program outcome/performance metrics:** Describe how you will attain and track each of the following performance measures.

- a) Earn a high school diploma or the high school equivalency certificate
- b) Enter post-secondary, military, or employment
- c) Complete post-secondary successfully
- d) Retain employment in the 2<sup>nd</sup> quarter after program exit
- e) Retain employment in the 4<sup>th</sup> quarter after program exit
- f) Meet the median Youth income requirement
- g) Meet the Measurable Skills Gains outcome

Proposals must describe in detail how you will provide any or a selection of the WIOA Youth program elements listed below:

- [Tutoring, Study Skills Training, Instruction, and Dropout Prevention](#) activities that lead to completion of a high school diploma or recognized equivalent
- [Alternative Secondary School and Dropout Recovery Services](#) assist youth who have struggled in traditional secondary education or who have dropped out of school
- [Occupational Skills Training](#) is an organized program of study that provides specific skills and leads to proficiency in an occupational field
- [Education Offered Concurrently with Workforce Preparation](#) is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
- [Leadership Development Opportunities](#) encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
- [Adult Mentoring](#) is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
- [Follow-up Services](#) are provided following program exit to help ensure youth succeed in employment or education
- [Comprehensive Guidance and Counseling](#) provides individualized counseling to participants, including drug/alcohol and mental health counseling
- [Financial Literacy Education](#) provides youth with the knowledge and skills they need to achieve long-term financial stability
- [Entrepreneurial Skills Training](#) provides the basics of starting and operating a small business and develops entrepreneurial skills
- [Services that Provide Labor Market Information](#) offer employment and labor market information about in-demand industry sectors or occupations
- [Postsecondary Preparation and Transition Activities](#) help youth prepare for and transition to postsecondary education and training

Proposals should include the estimated number of youths to be served annually, proposed staffing plan, how the performance objectives identified in this RFP will be met, and how leveraged funds will be utilized to enhance services. Please note that under the implementation of WIOA, 75% of regional youth funding is required to support Out of School Youth services.

*Reference: The Workforce Innovation and Opportunity Act enacted July 22, 2014, Final Rule of August 19, 2016, and Training and Employment Guidance Letter WIOA #21-16.*

**B. Performance Standards:**

The following performance standards are measured for required State and/or Federal reporting purposes:

**Department of Economic Opportunity’s Monthly Management Report (MMR):**

Youth Indicators	Goal
In-School Youth Outcome Rate	95%
Out-of-School Youth Outcome Rate	95%



**Federal WIOA Primary Performance Indicators under Statistical Modeling Goals (YOUTH):**

<b>WIOA Youth Primary Performance Indicators:</b>	<b>Goals (PY2022-23)</b>
Youth Employment Rate – 2 <sup>nd</sup> Quarter After Exit	83.50%
Youth Employment Rate – 4 <sup>th</sup> Quarter After Exit	81.00%
Youth Credential Attainment Rate – through 4 <sup>th</sup> Quarter After Exit	84.10%
Youth Measurable Skills Gain	65.00%
Youth Median Earnings – 2 <sup>nd</sup> Quarter After Exit	\$4,698

*Goals are based upon federally defined goals generated from Statistical Modeling established annually through the Department of Labor (DOL) and the Department of Economic Opportunity (DEO) in Florida. Goals are renegotiated every 2 years with the DEO and CareerSource Florida with potential change.*

**C. Terms and Conditions**

The contract term will be from July 1, 2023, thru June 30, 2024, with an option to renew annually for up to an additional three (3) years, based on performance, organizational strategies, or funding availability. CareerSource Pinellas retains the right to not renew the agreement with or without cause.

Invoices must be submitted monthly by the 10<sup>th</sup> business day of the month following the month of service. Invoicing shall include reporting the amount of resources and/or leveraged funds provided in dollar amount. Contractors with CareerSource Pinellas must agree to allow CareerSource Pinellas, Department of Economic Opportunity, USDOL, and USDHHS access to any records directly related to this program. Records must be maintained for three (3) years subsequent to the conclusion of this program.

**D. Fiscal Requirements**

Funds are awarded using a cost reimbursement contract format. Invoices are paid monthly. In compliance with state law, CareerSource Pinellas will establish performance benchmarks related to the payment for cost of services.

**VII. 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**.  
**Please type “INQUIRY: YOUTH SERVICES RFP” in the subject line.**

- Questions and Answers will be posted on the CareerSource Pinellas website at: <https://careersourcepinellas.com/contracting-and-grants/>
  - Questions will not be responded to individually.
  - To maintain integrity of the process, proposers must only submit its questions to email address 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.** Respondents' 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: Steven Meier, Interim 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 [smeier@careersourcepinellas.com](mailto:smeier@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 the 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.
- CareerSource Pinellas reserves the right to reject any or all responses, to re-advertise this RFP, to postpone or cancel this process, to waive irregularities in the process or in responses thereto; and to change or modify the project schedule at any time.

## **VIII. 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 agreed upon contract date. All prices shall be firm for the term of this contract.

### **B. Contract Renewal**

At the discretion of CareerSource Pinellas, this contract may be renewed. Such renewal(s) shall be made by mutual agreement and shall be contingent upon 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 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.

### **C. Fiscal Requirements**

Funds are awarded using a cost reimbursement contract format. Invoices are paid monthly. In compliance with state law, CareerSource Pinellas will establish performance benchmarks related to the payment for cost of services.

1. Complete a detailed budget to support your proposal to provide WIOA Youth Services. If your organization has an approved indirect cost rate, please indicate as such. If not, please use indirect de minimis rate of 10%. CareerSource Pinellas provides facilities, office supplies, phones, computers, marketing, staff training funds and IT support within the One-Stop System. **DO NOT INCLUDE THESE COSTS ON COMPLETED BUDGET**

PAGES. Cost of Paid Work Experience will be covered through CareerSource payroll and budget.

2. Include leveraged funds and in-kind services and/or products as part of the budget.
3. All costs are subject to negotiation as a part of the contracting process. Please provide copies of indirect cost rate plans if applicable and cost allocation plans.
4. Include a copy of the most recent audit report for each service provider with your response. An audit means an OMB Circular A-133 Audit or an audit conducted in accordance with State of Florida or federal requirements.

#### **D. Contact information**

List the individual with the authority to negotiate and bind the respondent to a contract. Include: name, title, organization represented, full mailing address, full e-mail address, telephone number, and fax number.

### **IX. 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 Proposer based on criteria set forth in this RFP. All proposals must be complete and signed using the provided proposal documents, when applicable.

- A. Proposer must describe its organization, size, and structure, indicating location of administrative offices and years in business at that location. Proposer must provide a summary of qualifications.
- B. Proposer must describe its understanding of the scope of work to be performed, including estimated hours and other relevant information. The proposal must provide a work plan that includes a transition plan to be followed in order to perform the services required.
- C. Proposer must describe its experience including the names, addresses, contact persons and telephone numbers of prior organizations of similar size and types.
- D. 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 A** – Proposal form consists of the following documents:

- Cover Sheet for the proposal.

**ATTACHMENT B** – Relationship Disclosure Form

- The purpose of this form is to document any personal or business relationships between the Respondent and any one or more of the following: (i) Steven Meier, Interim CEO and CFO of CareerSource Pinellas; (ii) CareerSource Pinellas' current board of directors; and (iii) any employee of CareerSource Pinellas.

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

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

No proposal will be considered that is not:

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

**X. Evaluation Criteria**

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

<b>CRITERIA</b>	<b>WEIGHT FACTOR</b>
<b>Proposal Specifications:</b> The Respondent adheres to RFP timeline, format and content. Respondent meets requirements to provide services and is licensed in the State of Florida.	Mandatory
<b>Description of Products and Services included in the Proposal</b> The proposal adequately demonstrates their capacity to perform the scope of work.	50 Points
<b>Cost Reasonableness:</b> The Respondent's Budget Information reflects reasonable costs for staff and services as detailed in the Scope of Service.	20 Points
<b>Respondent Experience and References:</b> The Respondent has successful experience in providing similar services.	20 Points
<b>Other Criteria:</b> <ul style="list-style-type: none"> <li>• Due diligence by CareerSource Pinellas</li> <li>• Online reviews</li> <li>• Past experience</li> <li>• Respondent's reputation</li> <li>• Review of Respondent's Website</li> <li>• Business status is a certified minority-owned, women-owned, veteran-owned business</li> </ul>	10 Points
<b>TOTAL SCORE</b>	<b>100 Points</b>

Negotiations will be started with the proposer(s), whose proposal has been judged most appropriate with regard to all factors, including product quality, cost, etc. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. CareerSource Pinellas is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

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 criteria listed under section XI will form the basis upon which CareerSource Pinellas will evaluate proposals.

## **XI. 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.

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.

## **XII. 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 13,812,000.

## **XIII. 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 area 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.).

## **XIV. 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.

## **XV. 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 Interim 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 Interim 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**

**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 determined 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



## 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) Steven Meier, Interim CEO and CFO of CareerSource Pinellas; (ii) CareerSource Pinellas' current board of directors; and (iii) any employee of CareerSource Pinellas. A listing of CareerSource Pinellas' current board may be found here: <https://careersourcepinellas.com/board-members/>

### 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 staff or board member or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Pinellas staff or board member 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 staff or board member. (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 Interim 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

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### I. CONTRACTOR ASSURANCES

#### A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work, Attachment 2 and within the parameters of the Agreement of Payment, Attachment 3.

#### B. Laws and Regulations

1. The Contractor warrants that all its activities and the activities of its CSP approved subcontractors under this contract shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovations Act of 2000 (Title XXI Chapter 445, Florida Laws) and subsequent amendments, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder, the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under Welfare Transition Program, are considered to be programs and activities receiving federal financial assistance.
2. Contractor shall comply with the Americans with Disabilities Act, (42 U.S.C., 12101 et. seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
3. Contractor shall comply fully with nondiscrimination and equal opportunity laws, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, creed, 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 and the Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80, if applicable. including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.
4. If this contract is for an amount over \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violations of the above to CSP.
5. Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by CSP.
6. Contractor has an obligation to utilize the US Department of Homeland Security's E-Verify System for all newly hired employees in accordance with section 448-095, Florida Statutes. By executing this agreement, Contractor certifies that it is registered with, and uses, the E-Verify System for all newly hired employees. Contractor must obtain and maintain an

affidavit of compliance from any Subcontractor for the duration of this agreement. This provision serves as notice regarding: (i) the requirements of section 448.095, specifically sub- paragraph (2)(c)1 thereof, and (ii) our obligation to terminate this contract if we have a good faith belief that Contractor has knowingly violated section 448.095(1.) If terminated for such reason, Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. We will promptly notify Contractor and order the immediate termination of the contract between the Contractor and a Subcontractor performing work in its behalf for this contract should we have good faith belief that the Subcontractor has knowingly violated section 448.095(1.)

7. Contractor understands it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
8. Contractor understands it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to any official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
9. Contractor 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 the Energy Policy and Conservation Act, Pub. L. 94-163.
10. Contractor shall utilize a cost allocation methodology which assures CSP is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this agreement. The cost allocation plan will be tested as part of CSP's review of the contractor's program. The cost allocation plan will be reviewed and approved by CSP and be in compliance with OMB circulars.
11. Contractor will comply with the Davis-Bacon act as amended (40 U.S.C. 276a-7) and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR 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, as applicable.
12. **ETA Salary Limitation Certification & Sworn Statement Pursuant to Public Law 109-149 Section 101 & 2 CFR 200.** Contractor certifies Contractor is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after June 15, 2006 shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149.
13. **Construction or Renovation of Facilities Using Program Funds:** The Contractor 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.
14. **Resource Conservation and Recovery Act (RCRA):** Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
15. The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104 (g), 2 CFR 175).
16. The Contractor agrees to comply with the Veteran's Priority of Service Provisions (38 U.S.C. 4215 and 20 CFR 1010).
17. The Contractor agrees to comply with OMB circular 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
18. **Equal Treatment for Faith-Based Organizations:** Contractor will comply with 29 CFR 2, Subpart D which prohibits any State or local government receiving funds under any Department of Labor program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department of Labor, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
19. **Purchase of American-Made Equipment and Products:** The contractor assures that, to the greatest extent practical, all equipment and products purchased with funds made available in this Act will be American-made (P.L. 103 -333 §507).
20. The Contractor shall utilize an approved federally recognized indirect cost rate, a rate negotiated between CSP and the

contractor, or a de minimis indirect cost rate in accordance with 2 CFR 200.

21. Pro-Children Act: Contractor 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 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.
22. The contract complies with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508 (Applicable to all procurements.)
23. **PROCUREMENT OF RECOVERED MATERIALS**  
Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.
24. **DOMESTIC PREFERENCES FOR PROCUREMENTS**  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.
25. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.
25. Contractor agrees to follow statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

### **C. Audits**

#### **1. Non-Profit, Governmental and Education Entities**

If this award is made to a non-profit, governmental or institution of higher education, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of 2 CFR 200 shall be adhered to. The Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

#### **2. Commercial Organizations**

If this award is made to a for-profit, commercial organization, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for a Single Audit or program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

#### **3. Audit and Monitoring Reports**

- a) Contractors shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Contractor and not later than nine (9) months after the end date of this contract.
- b) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSP reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of CSP.
- c) Contractor will implement a system for monitoring fiscal, participant and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.
- d) The Contractor will respond in writing to monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSP.

### **D. Record Keeping**

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property.

The Contractor will cooperate with CSP to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify CSP in writing and request instructions.

#### **E. Access to Records**

1. At any time during normal business hours and as often as CSP, the State of Florida, United States Department of Labor, Comptroller General of the United States, or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participants' books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CSP.
2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by CSP.

#### **F. Confidentiality**

The contractor shall adhere to the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws that govern disclosure of any confidential information. The contractor shall implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this contract. Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient or his responsible parent or guardian when authorized by law. This information may be made available upon consent of CSP to other entities to affect the appropriate delivery of services to the applicant or customer.

#### **G. Internal Financial Control**

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSP under this contract.
2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.
3. Contractor shall maintain separate accounting records for funds received and expended under this contract.

#### **H. Reimbursement Request and Close-out Reports**

All reimbursement requests and close-out reports shall be submitted to CSP's Administrative Office 13805 58<sup>th</sup> Street N., Suite 2-140, Clearwater, FL 33760, including, but not limited to:

1. Reimbursement Request: Contractor shall submit to CSP a monthly reimbursement request that is in sufficient detail for a proper pre-audit and post-audit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept the contract units of deliverables prior to payment. CSP may reduce the amount to be paid in proportion to the Contractor's failure to achieve specified performance measures.

Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under this contract.

CSP reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within thirty-five (35) calendar days after contract termination.

2. Final Reimbursement Request and Contract Close-Out Report: Contractor shall submit to CSP a final invoice and a Contract Close-Out Report within thirty-five (35) calendar days after contract termination. If the Contractor fails to do so, all rights to payment will be forfeited and CSP may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by CSP.

The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory, and other items pertinent to the close out of this contract with CSP.

3. Program Income Report: The Contractor shall submit to CSP a Program Income Report within thirty-five (35) calendar days after contract termination detailing any program income generated from activities covered under this contract.

Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been received and approved by CSP.

#### **I. Disallowed Costs/Return of Funds**

1. Contractor shall return to CSP any overpayment due to unearned funds or funds disallowed pursuant to the terms of this



contract that were disbursed to the Contractor by CSP or funds which are disallowed in the final resolution of an audit report. Contractor shall repay such amounts from funds other than funds received under this contract and according to CSP's Audit Resolution/Debt Collection Policy. CSP may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.

2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by CSP shall be returned to CSP within ten (10) business days of being received by the Contractor or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.
3. Should repayment not be made in a timely manner, CSP will charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification.

#### **J. Program Income**

Revenues generated through activities funded under this contract in excess of costs are to be treated as program income in accordance with CSP Program Income Policy.

#### **K. Insurance**

Contractor shall maintain, in a format approved by CSP, satisfactory evidence that the following insurance coverages, as appropriate, are in force and will not be canceled without thirty (30) calendar days written notice to CSP. CSP may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. Liability Insurance: Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming CSP as additional insured unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to CSP as evidence of such.
2. Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this contract. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
3. Motor Vehicle Insurance: Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
4. Bonding: Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this contract, whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates.  
  
The Contractor shall assure and require that all subcontractors maintain the same type of insurance.
5. Equipment: All equipment received from CSP and used by Contractor under this contract shall be insured against fire, theft, and destruction equal to the full replacement cost.

#### **L. Purchasing**

All purchasing of goods and services must be in compliance with CSP procurement guidelines or Contractor's procurement policy if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

#### **M. Equipment**

The use of contract funds to purchase equipment, as defined by 2 CFR 200, is prohibited without prior written approval of CSP. Contractor shall maintain an up-to-date inventory of all property purchased under this contract. All such property shall be returned to CSP, unless otherwise authorized in writing by CSP. No such property shall be disposed of without written authorization from CSP.

#### **N. Use of Supplies**

Any consumable supplies purchased under this contract or provided by CSP for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract. These supplies shall remain the property of CSP.

#### **O. Copyrights, Patent Rights and Rights to Data**

CSP reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use a) the copyright in any work or materials developed under this contract; and b) any rights of copyright to which the Contractor purchased ownership with funds provided under this contract.

CSP shall have exclusive, nontransferable, irrevocable, paid-up license to any patentable discovery or invention that arises or is developed under this contract. CSP shall have unlimited rights to any data first produced or delivered under this contract.

Notwithstanding the forgoing, CSP shall not obtain ownership or unlimited rights in any previously developed proprietary or confidential information or software of the Contractor, or restricted third-party information or software, utilized by the Contractor in the performance of this contract.

**P. Assignment and Subcontracts**

Contractor shall not subcontract, assign, or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of CSP, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to CSP for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Contractor from obtaining this written approval.

CSP reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from CSP relieve the Contractor from its obligation under this contract or change the terms of this contract. The Contractor shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that CSP shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

**Q. Conflict of Interest**

1. No Contractor or subcontractor representative serving on CSP Board of Directors or any of its committees shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), or any matter which would provide or give the appearance of providing financial benefit to the Contractor, or influence or attempt to influence any other member of the Board of CSP or its committees on decisions benefiting the Contractor.
2. No Contractor's representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.
3. Contractor may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position funded under the Welfare Transition Program Act if a member of that person's immediate family is employed in an administrative capacity for CSP or the Contractor. Prior to employing or assigning any individual to any position or activity related to any of Contractor's employees a written request shall be forwarded to CSP's Legal Department seeking a written opinion regarding the allowability of the desired action on the part of Contractor. Contractor shall be bound by the written opinion issued by the CSP President.
4. The contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 29 CFR 95.42 or abide by CSP's code of conduct.

**R. Indemnification**

1. The Contractor agrees to be liable for, defend and indemnify CSP and all CSP's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. Where the Contractor and CSP commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend CSP with respect to that part of the joint negligent act or omission committed by CSP. In no event shall the Contractor be liable for or have any obligation to defend CSP against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of CSP.
2. Paragraph R.1. Shall not apply to any Contractor who is a state agency or subdivision, as defined in section 768.28, Florida Statutes. Any Contractor who is a state agency or subdivision agrees to be fully responsible for its negligent acts or omissions or tortuous acts that result in claims or suits against CSP and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that CSP suffers a loss or damages as a result of the Contractor's breach of this contract, or the Contractor's negligence in discharging its duties under this contract for which there is no adequate legal remedy available to CSP, or there are insufficient funds from which the Contractor can fully compensate CSP, the Contractor agrees to make a good faith effort to seek an appropriation from the legislature sufficient to fully reimburse CSP for its' loss resulting from such negligence or, breach of contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
3. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by CSP is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable shall excuse the performance of this provision. CSP's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.
4. The Contractor agrees that it is an independent Contractor of CSP and not an agent or employee.

**S. Religious, Political and Lobbying Activity**

No funds made available under this contract shall be used for lobbying of federal, state, or local legislatures to influence legislation or appropriations; or to raise funds, or to promote, assist, or deter union organizing - Byrd Anti- Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93. Lobbying (216.347, F.S.200.450).

The employment or training of any participants in sectarian activities is prohibited. Nor shall any participant be employed to carry out the construction, operation, or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

The contractor will comply with the provision of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees, whose principal employment activities are funded in whole or in part with federal funds.

**T. Public Entity Crimes**

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 on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a CSP contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**U. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of participants served under this contract. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety.

**V. Civil Rights**

Contractor must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, or status as a participant.

**W. Grievance and Complaint Procedures**

Contractor shall adhere to and comply with CSP grievance and complaint procedures that were promulgated by Florida State, Office of Civil Rights. Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with CSP.

**X. Sponsorship, Public Announcement, and Advertising**

Contractor shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from CSP. The Contractor agrees to use the CareerSource brand name and will adhere to all marketing strategies implemented by CSP. Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

**Y. Knowledge of Terms of this Contract**

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s) if approved by CSP.

**Z. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to CSP immediately.

To assure compliance with Chapter 415, Florida Statutes, an employee of the Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE.

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.

#### AA. Enforcement of Contract Provisions

The failure of CSP to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of CSP to thereafter enforce each and every provision herein.

#### BB. Warranty

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and
4. It has no present interest, nor shall it acquire any interest which would conflict in any manner with its duties and obligations under his contract.

## II. MUTUAL ASSURANCES

### A. Amendments, Modifications and Contract Extension

1. CSP reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies or law will be unilaterally amended by CSP and will be effective upon the receipt by Contractor of a Contract Modification signed by the President of CSP.
3. This contract may not be renewed.

### B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this contract are reduced, suspended, or terminated, in whole or in part, funding for this contract may cease. CSP shall provide no less than ten (10) business days written notice of such termination.
2. Termination for Breach: CSP may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. CSP will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, CSP may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSP to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSP will serve a termination notice which shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSP shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSP within 45 calendar days of termination date.

Contractor shall give CSP written notice of any perceived breach and it shall give CSP ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This contract may be terminated by either party for convenience when it is in their best interest. CSP may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective within 30 calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
4. Other: Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSP at any time.
5. Arbitration Clause: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This contract shall be interpreted under the laws of the State of Florida.
6. Venue: The place for any hearing, arbitration or otherwise, shall be Pinellas County, Florida.

- 7. This contract shall be interpreted under the laws of the State of Florida.
- 8. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

**C. General Provisions**

- 1. None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or CSP to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).
- 2. No participant, recipient, or employee whose salary is funded in whole or in part by this agreement or who may be assigned to a Community Work Experience Program (CWEP) may engage in partisan or nonpartisan political activities during the hours for which the recipient or employee is paid with WIOA or WTP funds or is receiving a TANF or FS benefit.
- 3. No participant, recipient, or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
- 4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by CSP.
- 5. Contractor understands and agrees that when requested, Contractor shall complete and furnish to CSP all forms, reports, documents, and records, within ten (10) days of said request. Failure to comply with this provision will result in CSP's withholding the Contractor's reimbursement or unit payment until such time that the Contractor complies with CSP's request.

**IN WITNESS WHEREOF**, Vendor and CareerSource Pinellas have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
Steven Meier, Interim CEO

\_\_\_\_\_  
Signed, Authorized Vendor Representative

WorkNet Pinellas d/b/a CareerSource Pinellas

\_\_\_\_\_  
Printed Name, Authorized Vendor Representative

\_\_\_\_\_  
Printed Name, Organization/ Company

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_