

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**



REQUEST FOR PROPOSAL (RFP)

**RFP 24-0327**

FOR

**HUMAN RESOURCES CONSULTING**

ISSUED ON MARCH 27, 2024

**RESPONSES DUE BY: APRIL 22, 2024 BY 5:00PM EDT**

RESPONSES DUE TO:

CareerSource Pinellas  
ATTN: Steven Meier, Chief Executive Officer  
13805 58th Street North Suite 2-140  
Clearwater, Florida, 33760

Any alteration of the language of this RFP or any representation of modified language as the officially released RFP will not be permitted and will be sufficient cause for rejection of a proposal. In case of any dispute concerning the terms or language in this document, the CareerSource Pinellas printed file copy of this RFP will prevail.

## Table of Contents

<b>SECTION A - INTRODUCTION</b> .....	3
<b>SECTION B – SCOPE OF WORK</b> .....	4
<b>SECTION C - INSTRUCTIONS TO RESPONDENTS</b> .....	5
<b>SECTION D – EVALUATION AND SELECTION</b> .....	10
<b>ATTACHMENT 1: PROPOSER INFORMATION</b> .....	15
<b>ATTACHMENT 2: REFERENCES</b> .....	16
<b>ATTACHMENT 3: DISCLOSURE / CONFLICT OF INTEREST STATEMENT</b> .....	17
<b>ATTACHMENT 4: LIST OF SUBCONTRACTORS</b> .....	18
<b>ATTACHMENT 5: RESUME TEMPLATE</b> .....	19
<b>ATTACHMENT 6: W9 FORM</b> .....	20
<b>ATTACHMENT 7: PRICE REPLY FORM</b> .....	21
<b>ATTACHMENT 8: Contractor General Provisions, Certifications and Assurances</b> .....	22
<b>ATTACHMENT 9: CMBE CERTIFICATION</b> .....	29

## SECTION A - INTRODUCTION

### I. GENERAL INFORMATION ABOUT THE ORGANIZATIONS

Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay and WorkNet Pinellas, Inc. dba CareerSource Pinellas, 501(c)(3) non-profit entities, have been appointed and designated by their respective County Commissions to act as the local area workforce boards for Hillsborough and Pinellas Counties. Effective July 1, 2024, all incorporated and unincorporated areas within Hillsborough County and Pinellas County will be consolidated and have been designated by the Governor of the State of Florida as a multi-county regional workforce development area, (hereafter, “the Merged Entity”). The consolidation is a required component of the Reimagining Education and Career Help (REACH) Act, passed by the legislature and signed into law by Governor DeSantis in 2021, which mandates a reduction in the number of local workforce development boards and a comprehensive review to enhance outcomes for businesses and individuals. A Hillsborough/Pinellas Workforce Development Consortium composed of the Chief Elected Officials of Hillsborough County Board of County Commissioners and Pinellas County Board of County Commissioners has been delegated the responsibility of Chief Local Elected Official for the multi-county regional workforce development area. CareerSource Tampa Bay programs and initiatives are fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$23,378,000. CareerSource Pinellas programs and initiatives are fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling approximately \$13,812,000.

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

### II. STATEMENT OF PURPOSE/NEED

CareerSource Pinellas and CareerSource Tampa Bay are seeking proposals from qualified and experienced entities (herein after referred to as Proposer or Respondent) to provide human resources consulting services for two distinct and separate service components: Service Component 1: Benefits Analysis and Service Component II: Org Structure Review. **Service Component II is a separately authorized scope of work that the Proposer may or may not be asked to perform; and, it is anticipated that the individual who is appointed as the Chief Executive Officer of the soon-to-be Merged Entity will make that determination.**

The RFP allows for Proposers to bid on one or both service components. The intent of this solicitation is to evaluate each component as a stand-alone option. The successful Proposer shall enter in a three-party contract with CareerSource Pinellas and CareerSource Tampa Bay.

An Evaluation Team composed of CareerSource Pinellas and CareerSource Tampa Bay representatives will select the winning proposal.

These documents constitute the complete set of specifications, requirements, and/or proposal forms.

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

All terms and conditions of this RFP, any addenda, proposer’s submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

**III. SCHEDULE OF EVENTS**

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

Issuance of RFP	March 27, 2024
Questions & Answers Period	March 27, 2024 – April 9, 2024
Notice of Intent	April 12, 2024 (no later than 11:00am, EDT)
<b>Proposals due</b>	<b>April 22, 2024 (no later than 5:00pm, EDT)</b>
Evaluation of Proposals	Week of April 22, 2024
Evaluation team meets to score proposals	Week of April 29, 2024
RFP Respondent Interviews (if necessary)	Week of April 29, 2024
Selection of Proposer	On or about week of April 29, 2024
Contract Anticipated Start Date	May 2024

**IV. QUALIFICATIONS OF THE PROPOSER**

All proposers must meet the below qualifications. Otherwise, the submittal will be eliminated from process and deemed non-responsive.

**SECTION B – SCOPE OF WORK**

Proposals are being solicited for two separate and distinct service components.

- **Service Component 1. Benefits Analysis:** The objectives will include conducting a thorough review of the health and welfare benefits packages offered by the existing workforce boards and provide recommendations for options to consolidate the health and welfare benefit plans from the two organizations into one, including legal requirements and preferable timelines to ensure the least amount of impact and disruption on the current employee population.
- **Service Component 2. Org Structure Review:** As stated above, this service component is [a separately authorized scope of work that the Proposer may or may not be asked to perform](#); and, it is anticipated that the individual who is appointed as the Chief Executive Officer of the soon-to-be Merged Entity will make that determination. The objective is a thorough review of the current compensation and organizational structures of CareerSource Pinellas and CareerSource Tampa Bay.

**Services: Component 1. Benefits Analysis**

- Review existing benefits packages, including medical, dental and vision health plans, short and long-term disability, basic and voluntary life insurance, voluntary benefit plans, retirement plans, paid time off, and other benefit plans, for both workforce boards.

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

- Analyze the strengths, weaknesses, and alignment of benefits packages with industry standards and best practices.
- Conduct interviews with key stakeholders to gather insights and perspectives on the current benefits.
- Develop a comprehensive report outlining findings, recommendations, and implementation strategies for aligning benefits for the merged organization.

**Services: Component 2. Org Structure Review**

- Review existing organization structures, including reporting relationships, compensation plans, etc.
- Conduct interviews with key stakeholders to gather insights and perspectives on the current organization structures.
- Develop a comprehensive report outlining findings, recommendations, and implementation strategies for aligning and merging two organizations with different compensation and organizational structures.

**PRICE QUOTE**

Provide an explanation of the proposer's price breakdown for services to be performed. Please use Attachment 7 as part of your reply. The total price submitted must be all-inclusive and must include all travel, report production and other miscellaneous expenses, as applicable.

Respondent is to provide an Attachment 7 for each service component proposed and complete the "Service Component" section at the top of the page with the proposed service (ie, Benefit Analysis or Org Structure Review).

## **SECTION C - INSTRUCTIONS TO RESPONDENTS**

### **I. REPLY FORMAT**

In responding to this RFP, each Respondent should review and account for all the requirements contained within this RFP. The Respondent's reply must be submitted in a sealed envelope and clearly marked on the outside with the RFP number and Title. CareerSource Pinellas shall not open any envelope, which is not properly marked.

Please format the text in a Word document. PDF submissions will be considered non-responsive. Responses should be submitted on 8 ½" X 11" pages, printed or typewritten and single-spaced. Text should be presented single-sided on each separate page, a minimum 12-point font size. The proposal document should have section dividers that relate to the table of contents.

Email submissions are also acceptable as noted below.

**The technical reply will consist of the following and follow the format listed:**

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

**Tab 1 – Title Page**

The title page must include, at a minimum:

- The title and number of the RFP;
- Service component(s) the Respondent is proposing on
- The Respondent’s name (person, organization and firm);
- The name, title, phone number and address of the person who can respond to inquiries regarding the reply; and
- The signature of the Respondent with authorized signatory.
- The RFP due date
- The FEID/FEIN of Respondent

**Tab 2 – Table of Contents**

Include a clear identification of the material included in the proposal by section and page number.

**Tab 3 - Executive Overview**

**Statement of the Identified Need**

Responses must include information showing the Respondent’s understanding of the needs specified in this RFP and must include a positive commitment to perform the work within the specified time period for the service component(s) proposed.

**Company Qualifications**

- By service component(s) proposed, describe the Respondent’s experience in performing services as specifically represented in this solicitation.
- By service component(s) proposed, Respondents should provide detailed evidence that the Respondent’s organization has previous experience with engagements of similar scope and range as the engagement specified in this RFP;

**Resumes and Experience**

As part of the reply, the Respondent must submit resumes of the personnel assigned to this engagement, describing their education, training, and work experience as detailed on the attached form, **Attachment 5 - Resume Template**. Upon acceptance, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval. The Respondent should provide evidence that each person submitted for this project has previous experience with similar tasks on other equivalent engagements. Respondent should identify the specific individuals who would serve on a day-to-day basis as a primary point of contact and be responsible for the work product of the proposer.

Respondent is to provide an Attachment 5 for each service component proposed and complete the “Service Component” section at the top of the page with the proposed service (ie, Benefit Analysis or Org Structure Review).

**Tab 4 – Engagement Planning and Execution**

The Respondent must submit a comprehensive description of their engagement work plan(s) as part of their reply. The plans may include narratives, work programs, tables, or other illustrative disclosures that demonstrate aptitude for management and completion of this engagement. Minimum disclosures required are detailed in Section B - Scope of Work of this RFP.

If Respondent is proposing on both service components, a separate Engagement planning and execution is required to be submitted for each service component.

**Tab 5 - Attachments**

Replies to this RFP must include the following documents and certifications (**For Attachments 2, 4, 5, 7,8,9**) **Respondent is required to provide an attachment for each service component proposed and complete the “Service Component” at the top of the page with the proposed service (ie, Benefit Analysis or Org Structure Review):**

- Organization Information (Attachment 1). A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Reference Form (Attachment 2)**. A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- Disclosure Statement/Conflict of Interest (Attachment 3). Completed, signed, and attached by authorized individual for Respondent.
- **List of Subcontractor(s) (Attachment 4)**. Attach a list of subcontractor(s) who will perform work on this engagement under your organization’s direction and supervision. This form should be completed, signed, and attached by authorized individual for Respondent.
- **Resume Template (Attachment 5)**. A Resume Template should be completed for each team member that will be assigned to this engagement including those of subcontractor(s).
- W9 Form (Attachment 6). Complete and submit a W9 form for your organization.
- **Price Reply (Attachment 7)**. A representative who is authorized to contractually bind the Respondent must complete, sign and submit this form as instructed in Section B.II., Price Quote.
- **Assurances and Certifications (Attachment 8)**. A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **CMBE Certification (Attachment 9, if applicable)**. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Department of Management Services. Whenever possible, positive efforts will made to utilize small businesses, minority-owned firms, and women’s business enterprises, in procuring audit services as stated in 2 CFR 200, Section 200.321 – Contracting with Small and Minority Businesses, Women’s Business Enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable.

**II. ADDITIONAL DATA**

Since data not specifically requested must not be included in the foregoing proposal sections, provide any additional information you consider to be helpful in the selection process in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present."

**III. NOTICE OF INTENT**

Proposers who are interested in submitting a proposal are requested to email a notice of intent to [rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com) no later than **11:00 AM EDT on April 12, 2024**. The subject line shall read "**Notice of Intent HUMAN RESOURCES CONSULTING RFP**". The notice of intent shall include the following: - Entity Name - Contact name, phone number and email address – service component(s) that the Respondent plans to propose

**IV. REPLY SUBMISSION**

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 RFQ should be submitted via email to:

**[rfp@careersourcepinellas.com](mailto:rfp@careersourcepinellas.com).**

**Please type "INQUIRY: HUMAN RESOURCES CONSULTING RFQ" 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. An original and a thumb drive containing a copy of the proposal must be submitted except for email submission.
- **PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DATE** reflected in the RFP Timeline in Section A part III 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.



**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

- **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, Email, or Hand Delivered to the location and individual indicated below:  
**CareerSource Pinellas**  
**Attn: Steven Meier, CEO**  
**13805 58<sup>th</sup> St. 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).

**Please type "PROPOSAL: HUMAN RESOURCES CONSULTING RFP" in the subject line.**

- 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 or CareerSource Tampa Bay 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 and CareerSource Tampa Bay 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.

## **SECTION D – EVALUATION AND SELECTION**

An Evaluation Team composed of CareerSource Pinellas and CareerSource Tampa Bay will review the proposals received in response to this RFP and select the winning proposal by service component.

### **I. PROCESS**

The RFP process is in three (3) sequential phases: first, the Reply Preparation Phase, second, the Evaluation Phase, and third, the Selection Phase.

1. **Reply Preparation Phase**, the respondents will prepare and submit replies based on the requirements identified previously in Section C of this RFP and any addenda to the RFP.
2. **Evaluation Phase**, Proposals will be evaluated according to the criteria described in Section D.V. - Evaluation.
3. **Selection Phase**, the ranking of the respondents' replies will be based on the best interests of the Merged Entity, as described in Section D.VI. of this RFP. Replies determined to provide the best qualifications and value to the Merged Entity will be awarded the contract for the services identified in the RFP.

### **II. PUBLIC RECORDS**

All materials submitted in response to this RFP become the property of CareerSource Pinellas, CareerSource Tampa Bay, and the State of Florida, and will be a public record and open for inspection by any person in accordance with the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

### **III. COST OF PREPARATION OF CONTRACTOR REPLY**

CareerSource Pinellas or CareerSource Tampa Bay is not liable for any costs incurred by a contractor in responding to this RFP.

### **IV. DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS**

1. Commencing after the effective date of any contract resulting from this RFP, the contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration or proceedings ("Proceedings") involving the contractor (and each subcontractor) in a written statement to CareerSource Pinellas and CareerSource Tampa Bay within fifteen (15) calendar days of occurrence.
2. This duty of disclosure applies to the contractor's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the contractor's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. The successful contractor shall promptly notify CareerSource Pinellas and CareerSource Tampa Bay of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the contractor's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the contractor's ability or willingness to perform the contract is jeopardized, the contractor shall be required to provide CareerSource

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

Pinellas and CareerSource Tampa Bay all reasonable assurances requested by CareerSource Tampa Bay to demonstrate that:

- a. The contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
- b. The contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CareerSource Pinellas and CareerSource Tampa Bay which is similar in nature to the conduct alleged in such proceedings.

**V. EVALUATION**

1. Evaluation Team: An Evaluation Team, by service component, shall convene, review and discuss all proposals submitted. The Evaluation Team also:

- Completes review sheets and determines final recommendations for provider(s). Review sheet totals do not necessarily determine the outcome but serve as a tool for the evaluation team to formulate ideas for discussion.
- Assigns points in the evaluation and recommendation process in accordance with the evaluation criteria listed in this RFP.
- Reserves the right to interview any or all proposers;
- Reserves the right to further negotiate terms and conditions, including price with the highest ranked proposer. If the Evaluation Team cannot reach a mutually beneficial agreement with the first selected proposer, the Team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- Will select the winning proposal and entity or entities who are awarded the contract(s).

2. Evaluation Criteria

The Evaluation Team shall rank all proposals received that meet the submittal requirements. The Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous for the service component proposed. The below criteria shall be used in the evaluation, in no particular order.

- Experience, depth of talent, availability of facilities and resources, related expertise and fees will be considered.

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**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

Each service component will be evaluated separately using the below criteria. <b>CRITERIA</b>	<b>WEIGHT FACTOR</b>
<p><b>Requirements</b>  <b>“No” marked in any category indicates the proposal is not responsive and will not be considered.</b></p> <p>a. Was the proposal received by the due date &amp; time?  Yes _____ No _____</p> <p>b. Was the proposal sealed, presented in the required format, all questions in this RFP answered, all attachments completed and signed, an original and a thumb drive containing a copy of the proposal?  Yes _____ No _____</p>	<b>Mandatory</b>
<p>Company Qualifications:</p> <ul style="list-style-type: none"> <li>• Experience in performing services as specifically represented in this solicitation</li> <li>• Previous experience with engagements of similar scope and range as the engagement specified in this RFP</li> <li>• Location of the office from which the work is to be done and the number of partners and other professional staff employed at that office</li> <li>• Range of services offered by the proposer</li> <li>• Length of time that the proposer has provided the services it provides</li> </ul>	45 Points
<p>Resumes and Experience:</p> <ul style="list-style-type: none"> <li>• Resumes and Experience of the personnel assigned to this engagement</li> </ul>	15 Points
<p>Engagement Planning and Execution:</p> <ul style="list-style-type: none"> <li>• Comprehensive description of the respondent’s engagement plan that demonstrate aptitude for management and completion of this engagement.</li> </ul>	20 Points
<p>Price Quote:</p> <ul style="list-style-type: none"> <li>• An explanation of the respondent’s price breakdown for services to be performed.</li> </ul>	10 Points
<p>Other Criteria:</p> <ul style="list-style-type: none"> <li>• Due diligence by the Evaluation Team</li> <li>• Online reviews</li> <li>• Past experience</li> <li>• Respondent’s reputation</li> </ul>	10 Points
<p><b>TOTAL SCORE</b></p>	<b>100 Points</b>

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

3. Evaluation Rights of CareerSource Pinellas and CareerSource Tampa Bay

Reserve the right to accept or reject any or all proposals and reserves the right to:

- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Require proposer(s), before awarding the contract, to submit evidence of qualifications or any other information the company may deem necessary;
- Cancel the RFP or portions thereof, without penalty;
- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the company;
- Reject any and/or all items proposed;
- Rank the proposal with the highest number of points first; however, nothing herein will prevent the company from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

**VI. SELECTION**

The proposals will be evaluated and awarded to the Respondent(s) whose proposal submittals have been determined to meet the minimum requirements of this RFP and provide the best value for the proposed service component. “Best value,” as defined in Section 287.012(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design and workmanship.

1. Identical Tie Responses

In accordance with Section 287.087, if two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In the event that all tied respondents submitted the Drug Free Workplace Certification, award shall be determined by using 60A-1.011 F.A.C. Identical Evaluations of Responses.

**VII. TRADE SECRETS**

Any bid content submitted which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the bid, and clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. CareerSource Pinellas or CareerSource Tampa Bay shall not be held liable for any damages that may arise from any disclosure of trade secrets.

**VIII. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL**

Public records responsibilities as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution are taken very seriously. If respondent considers any portion of the documents, data or record submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent must also simultaneously provide CareerSource Pinellas and CareerSource Tampa Bay with a separate Highlighted Copy of its response. This Highlighted Copy shall contain the solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Highlighted Copy." The Highlighted Copy shall highlight any material considered to be confidential, proprietary or trade secret by the respondent. The Highlighted Copy shall be provided to CareerSource Pinellas and CareerSource Tampa Bay at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions, which are claimed confidential, proprietary, or trade secret.

Respondent shall protect, defend, and indemnify CareerSource Pinellas and CareerSource Tampa Bay for defending any and all claims made against CareerSource Pinellas or CareerSource Tampa Bay regarding portions of its Highlighted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure. Notwithstanding compliance with the first paragraph of Section D.VII., if respondent fails to submit a Highlighted Copy with its response, CareerSource Pinellas and CareerSource Tampa Bay may produce the entire document(s), data or records submitted by respondent in answer to a public records request.

**IX. CONTRACT(S)**

After notification to the successful proposer of the award for services, the successful proposer shall provide a draft contract to CareerSource Pinellas and CareerSource Tampa Bay setting forth the terms and conditions of the services awarded. The final contract shall be agreed to by both the proposer and CareerSource Pinellas and CareerSource Tampa Bay.

**X. LEGAL REQUIREMENTS**

1. It shall be the responsibility of the Contractor(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
2. Proposer(s) doing business with the company are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, religion, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**XI. SUMMARY OF PROPOSAL TABULATION**

The Summary of Proposal Tabulation with recommended award will be available for review by interested parties per email request.

**ATTACHMENT 1: PROPOSER INFORMATION**

**ORGANIZATION INFORMATION**

Company Name:			
Street/Mailing Address:			
City:	ZIP:	County:	
Contact Person:			Title:
Phone:	Ext.:	Fax:	
Email Address:		Website Address:	
Date of Inception:	Years in Business:	Total # Full-time Employees at this location:	
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Non-profit	<input type="checkbox"/> Leased	<input type="checkbox"/> Other (please indicate)
Employer's Federal ID #:		Unemployment Comp ID #:	
<b>Dunn and Bradstreet. #:</b>		Primary NAICS and or (SIC) Code:	
Is your company current on all State of Florida tax obligations? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Description of your business, product(s) and/or service(s):			
<p>Authorized Signature(1): _____</p> <p>(1) Signature by an individual who has the authority to bind the Company to the RFP</p>			

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

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

**ATTACHMENT 2: REFERENCES**

Service Component: \_\_\_\_\_

**Respondent:** \_\_\_\_\_

The Respondent must list a minimum of three (3) separate and verifiable clients for which work similar to that specified in this solicitation has been performed for a period of at least three (3) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** Confidential clients shall not be included

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value or Hourly Rate:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value or Hourly Rate:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value or Hourly Rate:	\$



**ATTACHMENT 3: DISCLOSURE / CONFLICT OF INTEREST STATEMENT**

**Respondent:** \_\_\_\_\_

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of CareerSource Pinellas or CareerSource Tampa Bay. All firms must disclose the name of any officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of CareerSource Pinellas or CareerSource Tampa Bay or other person, who has received or will receive compensation of any kind to seek to influence the actions of CareerSource Pinellas or CareerSource Tampa Bay in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following persons are officers or employees who own, directly or indirectly, more than 5% interest in the Respondent's firm:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

**\*This individual must have the authority to bind the respondent.**

**ATTACHMENT 4: LIST OF SUBCONTRACTORS**

Service Component: \_\_\_\_\_

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s), as a result of this RFP. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in providing Human Resource services with specific proven experience in the area of quasi-governmental or governmental organizations. The successful Respondent and their subcontractor must utilize professional judgment and expertise to conduct services.

**In the event that no subcontractor will be used, this form shall be returned indicating, “No Subcontractors will be used.”**

**NO SUBCONTRACTORS WILL BE USED:**  \_\_\_\_\_  
**Signature and Date of Authorized Representative**

<b>Subcontractor Name:</b>	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

<b>Subcontractor Name:</b>	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature and Date

## ATTACHMENT 5: RESUME TEMPLATE

Service Component: \_\_\_\_\_

Each Respondent should use their own resume template for all team members proposed for this project. For all resumes submitted for this project, the following disclosures must be provided for all proposed team members:

- For all team members indicate if individual is a firm employee, a contracted individual or a subcontractor.
- For all team members describe (1) education, (2) professional certifications, (3) professional and business affiliations, (4) previous work experience (in general) and (5) years of specifically-related work experience.
- For all team members indicate the type of project duties they will perform using one of these six categories:
  1. Planning
  2. Directing (Team Leader)
  3. Performing Fieldwork
  4. Report Preparation
  5. Administrative Support
  6. File Review/Partner/Management Approval

ATTACHMENT 6: W9 FORM

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
<b>or</b>
<b>Employer identification number</b>
[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

**ATTACHMENT 7: PRICE REPLY FORM**

Service Component: \_\_\_\_\_

**RFP 24-0327: Human Resources Consulting**

**Proposer Name:** \_\_\_\_\_

Provide all-inclusive flat rate fee for all labor, materials, report reproduction, travel and other miscellaneous expenses required to perform the Human Resources consulting services in accordance with scope of work (see section B). This form may be supplemented, as applicable.

**ATTACHMENT 8: Contractor General Provisions, Certifications and Assurances**

Service Component: \_\_\_\_\_

**Proposer:** \_\_\_\_\_

CareerSource Pinellas and CareerSource Tampa Bay will not award a contract where the Contractor has failed to accept the General Provisions, Certifications, and Assurances contained in this section. In performing its responsibilities under this Agreement, the Contractor hereby assures and certifies that it will fully comply with the following:

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its Subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 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 and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor 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. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

**3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource Pinellas and/or CareerSource Tampa Bay under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor 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 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.
- 9) Contractor 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

**4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall 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). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The 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 (Public Law 94-163).

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. See Appendix A to 29 CFR and Appendix A to 45 CFR Part 74 13.

**6. CONFIDENTIALITY**

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

**7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

CareerSource Pinellas, CareerSource Tampa Bay, 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



**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

**8. MONITORING**

At any time and as often as CareerSource Pinellas, CareerSource Tampa Bay, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource Pinellas and CareerSource Tampa Bay. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource Pinellas and CareerSource Tampa Bay.

**9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

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.

**10. PUBLIC ENTITY CRIMES**

Contractor 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 Vendor, supplier, subVendor 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.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**11. THE 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

**RFP 24-0327**  
**Human Resources Consulting**  
**CareerSource Pinellas**

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.

**12. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

- 1) Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- 2) CareerSource Pinellas and CareerSource Tampa Bay may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- 3) CareerSource Tampa Bay may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of CareerSource Pinellas and CareerSource Tampa Bay.
- 4) Written notification of termination must be by registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Pinellas and CareerSource Tampa Bay, 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, Contractor shall be liable to CareerSource Pinellas and CareerSource Tampa Bay for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

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

**13. 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.

**14. 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.

**15. 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.

**16. E-Verify**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**17. ACCESS TO RECORDS**

Access by CareerSource Pinellas, CareerSource Tampa Bay, 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 prospective Contractor 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 Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

**18. STATUTORY AND NATIONAL POLICY REQUIREMENTS**

2 CFR § 200.300 Contractor agrees that, if applicable it will comply with EO 13798 Promoting Free Speech and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.

**19. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS (P.L. 103-333 §507)**

Contractor agrees to purchase American-made equipment and products with funding provided under this award to the greatest extent practicable.

**20. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175)**

Contractor agrees that, if applicable, it shall comply with the requirements of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

**21. DISCRIMINATORY VENDOR LIST**

Contractor/Subcontractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

**22. NEVER CONTRACT WITH THE ENEMY**

Contractor certifies, it will comply with the requirement of 2 CFR § 200.215, if applicable. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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Authorized Signature

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Date

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Typed Name and Title of Authorized Representative

**\*This individual must have the authority to bind the respondent.**

## ATTACHMENT 9: CMBE CERTIFICATION

Service Component: \_\_\_\_\_

Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Florida Department of Management Services.

Whenever possible, positive efforts are made to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR 200, Section 200.321 – Contracting with Small and Minority Businesses, Women's Business Enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable.