



REQUEST FOR PROPOSAL (RFP)

RFP 24-0405

FOR

LEGAL SERVICES

ISSUED ON APRIL 5, 2024

RESPONSES DUE BY: MAY 1, 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.

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SECTION A - INTRODUCTION

I. GENERAL INFORMATION

The Reimagining Education and Career Help (REACH) Act, passed by legislature and signed into law by Governor DeSantis in 2021, mandates a reduction in the number of workforce development boards (WDBs) and a comprehensive review to enhance outcomes for businesses and individuals. As a result, Tampa Bay Workforce Alliance, Inc. ("TBWA") doing business as CareerSource Tampa Bay ("CSTB") and WorkNet Pinellas, Inc. ("WorkNet") doing business as CareerSource Pinellas ("CSP"), appointed and designated by their respective County Commissioners to act as the WDB for Hillsborough County and Pinellas County, respectively, are required to consolidate and create a Multi-County WDB. CSTB and CSPIN currently exist as two separate WDBs and 501(c) entities.

REACH Act requires four areas of consolidation by June 30, 2024: Consortium Interlocal Agreement, Multi-County Consortium, Multi-County Board of Directors and Designation and Approval of the Fiscal Agent. The consolidation of CSTB and CSPIN is not a requirement by June 30, 2024.

Governance Bodies of the Multi-County WDB

Effective December 1, 2023, the Hillsborough County Board of County Commissioners (Hillsborough County BOCC) and Pinellas County Board of County Commissioners (Pinellas County BOCC), acting in their capacities as Chief Local Elected Official ("CLEO") for their respective county, entered in an Interlocal Agreement, establishing the Hillsborough/Pinellas Workforce Development Consortium ("Consortium") to oversee the soon-to-be created Multi-County LWDB, to provide for governance and oversight of such entity, and to act as Local grant Recipient for Workforce Innovation and Opportunity Act (WIOA) and Florida WIOA funds. The Consortium is composed of the CLEOs of Hillsborough County BOCC and Pinellas County BOCC. Members of the Board of Directors of the multi-county WDB ("Board of Directors") have been appointed at the April 2, 2024, Consortium meeting and include representatives from Hillsborough and Pinellas County Businesses, labor/apprenticeships, education, and government/economic/community development organizations.

Statutory Merger

The Consortium has directed TBWA and WorkNet to statutorily merge into a single entity, with WorkNet as the Merging Entity and TBWA as the Surviving Entity. The merger will become effective on the date the Articles of Merger are filed with the Florida Department of State ("Effective date"). All property and assets of the Merging Entity will vest in the Surviving Entity without any further act or deed, the Surviving Entity will assume and be liable for all liabilities and obligations of the Merging Entity, and the Merging Entity will cease to exist. Letter of Intent ("LOI") between CSTB and CSP reflects an intent to file the articles of merger by June 30, 2024. The fictitious name for the multi-county WDB shall be CareerSource Hillsborough/Pinellas. The LOI is a statement of mutual intention and not intended to be legally binding. CSTB and CSPIN will continue to operate as two separate WDBs and 501(c)(3) entities until the articles of merger have been filed.

Workforce Development Boards

CareerSource Hillsborough/Pinellas ("Merged Entity") shall represent the third largest local workforce development board in the State of Florida; and will continue to strengthen the competitive edge of local businesses in tangible and measurable ways by providing customized recruiting services, skills upgrade

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training or retraining; targeted career fairs and recruitment events, workforce related business seminars; labor trends and the latest labor market information. In short, the Merged Entity will continue to support and leverage the human capital component of small, medium, and large companies in Hillsborough and Pinellas Counties. WDBs are not a state agency and is exempt from chapters 120 and 287, Florida Statutes; however, it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 CFR 95.40-.48.

CSTB’s programs and initiatives are fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$23,377,669. CSP 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.

FloridaCommerce is the State oversight body for the WDBs. FloridaCommerce is also the recipient for the formula grants awarded to the State of Florida and sub granted to CSTB, CSPIN, and the Merged Entity.

II. STATEMENT OF PURPOSE/NEED

The Consortium has approved the formal procurement of the General Counsel for the Merged Entity. On behalf of the Consortium and the Board of Directors, CareerSource Pinellas is seeking a Request for Proposal (RFP) from qualified firms to provide legal services to the Merged Entity and enter into a contract effective on or about July 1, 2024. If the articles of merger have not been filed by June 30, 2024, the successful Proposer shall enter into a contract with TBWA.

Qualified firms (hereafter referred to as “Respondent” or “Proposer”) interested in providing services are to submit a proposal in accordance with the requirements of this RFP.

An Evaluation Team for this RFP will review the proposals received in response to this RFP and the winning proposal will be recommended to the Board of Directors and Consortium for approval.

III. LENGTH OF CONTRACT

It is contemplated that an annual contract will result from this solicitation with two (2) one-year options. The anticipated commencement date is on or about July 1, 2024, with an end date of June 30, 2025. The contract term will be yearly and renewable for up to three years. Refer to Section B. Part III for additional information.

IV. SCHEDULE OF EVENTS

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

Consortium Approved Issuance of RFP	February 6, 2024
Issuance of RFP	April 5, 2024
Questions & Answers Period	April 8 – April 24, 2024
Answers posted on company’s website	Through April 26, 2024
Notice of Intent	April 21, 2024 (no later than 5:00pm, EDT)
Proposals due	May 1, 2024 (no later than 5:00pm, EDT)
Evaluation of Proposals	Week of May 5, 2024

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RFP Respondent Interviews (if necessary)	Week of May 5 or 12, 2024
Board of Directors Recommendation	May 2024
Consortium Approval	June 4, 2024
Contract Anticipated Start Date	July 1, 2024

I. QUALIFICATIONS OF THE PROPOSER

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

1. Licensed to practice law in the State of Florida and maintain a law office with within the State of Florida. **Mandatory**
2. At least ten (10) years’ experience in serving a quasi-government or government organization (city or county government, school board, special districts (dependent or independent), Local Workforce Development Board, community colleges, economic development or any other such entity). **Mandatory**
3. Knowledgeable and experienced in governmental law and federally funded grants and contracts as it relates to workforce development programs such as the Workforce Innovation and Opportunity Act. **Mandatory**
4. Experience in Florida Non-profit organizations and Internal Revenue Code section 501©(3) organizations. **Mandatory**
5. Experience in complex administrative hearings related to governmental law, rules and procedures of the assigned federal Departments and state Agencies related to Workforce Innovation and Opportunity Act. **Preferred**
6. Experience in working with the US Department of Labor Training and Employment Administration, Florida State Department of Commerce. **Preferred**
7. If a multi-person firm responds, the person assigned should meet the minimal experiences and knowledge being sought. The proposal should list the name of the person assigned in its proposal. **Mandatory**
8. Experience Board certification in State & Federal Government law. **Preferred**

SECTION B – SCOPE OF WORK

Seeking legal services from a qualified Respondent that is properly licensed with extensive experience in Public and Administrative laws to serve as General Counsel to the Board of Directors, as well as Counsel to the Merged Entity.

The Respondent shall be readily available to perform the following services as requested by the Merged Entity’s Chief Executive Officer and/or the Board of Directors:

I. SERVICES TO BE PROVIDED

1. Regular attendance at Board of Directors meetings and other meetings, as requested. Schedule of meetings to be determined. Virtual attendance is permitted.
2. Provide guidance regarding Florida’s Sunshine Laws, Public Records Act and special provisions articulated in Chapter 445, Florida Statutes.
3. Advise on corporate and tax-exempt organization legal issues related to the Merged Entity.

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4. Review Negotiate, draft and review contracts or other legal instruments as appropriate and necessary for day-to-day operations of the workforce development system and the Merged Entity in accordance with the requirements of the applicable legislation and regulations.
5. Provide advice regarding potential employee disciplinary action.
6. Assist the Human Resources Department with investigations on labor law and employee relations concerns.
7. Advise on responses to subpoenas, court orders, and Florida Statute Chapter 119 public information requests for information.
8. Remain current on all relevant laws, amendments, and their interpretations and application.
9. Defend lawsuits, administrative claims, or other legal claims.
10. Conduct litigation proceedings as necessary.
11. Other legal services as needed.

II. 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. Price replies must include the total price for all procedures planned for the Merged Entity. The total price submitted must be all-inclusive and shall include all travel, report production and other miscellaneous expenses, as applicable.

III. CONTRACT RENEWAL

The performance of legal services shall be reviewed not less than every calendar year, and any legal services agreement shall be terminable at will. This solicitation will result in an original contract period beginning upon execution of the contract. All prices shall be firm for the term of this contract.

Such renewal(s) shall be made by mutual agreement and shall be contingent on satisfactory performance evaluations as determined by the Merged Entity 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.

The Board shall have the power to select and recommend Legal Counsel for the provision of advice, support, and guidance on legal services to the Merged Entity for Consortium approval. The Consortium must approve the process for the Board to select Legal Counsel.

SECTION C – INSTRUCTIONS TO RESPONDENTS

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

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. Any envelope, which is not properly marked will not be opened.

Please format the text in a Word document. PDF submissions will be considered non-responsive.

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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:

Tab 1 – Title Page

The title page must include, at a minimum:

- The title and number of the RFP;
- 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.

Respondent Qualifications

As part of the reply, the Proposer must provide a narrative that:

- Describes the Respondent's experience in performing services as specifically represented in this solicitation.
- Provides detailed evidence that the Respondent's organization has previous experience with engagements of similar scope and range as specified in this RFP.
- Gives the 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;
- Describes the relevant range of services offered by the Respondent
- Indicate the length of time that the proposer has provided the services described above.

Resumes and Experience

As part of the reply, the Respondent must submit resumes of the team members 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 of the Merged Entity. The

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Respondent should provide evidence that each proposed person 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. The individual identified shall be available within 24 hours (or one business day) notice by telephone or email to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries

Conflict of Interest

As part of the Reply, the Respondent must:

- identify any existing or potential conflicts of interest the Proposer's firm may have which would arise from this representation, including but not limited to representation of entities or persons which are or may be doing business with or are employed by CSTB or CSPIN, or have planned or pending litigation for damages or other litigation against CSTB or CSPIN. Should conflicts exist, Respondent shall complete **Attachment 3: Disclosure Statement/Conflict of Interest** and specify the party with which there is a conflict, the nature of the conflict, and whether the prospective counsel would or would not step aside or resign from the engagement or representation creating the conflict in favor of CSTB or CSPIN
- A review of the firm's potential conflict of representation will be considered and will be an important factor considered in the evaluation and recommendation for award of the General Counsel contract. By signing the RFP submittal, the Proposer shall agree that it shall not act as counsel in any lawsuit or other adversarial proceeding in which CSTB, CSPIN or the Merged Entity is named as an adverse party, and will not provide representation to another client during the term of the contract if the representation will be directly adverse to the interest of CSTB, CSPIN or Merged Entity, unless Merged Entity consents in writing.

Disciplinary Actions

The firm should indicate any disciplinary actions that have been instituted or proposed against the firm during the last three (3) years.

Tab 4 - Attachments

Replies to this RFP must include the following documents and certifications:

- 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.

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- 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 shall be made to utilize small businesses, minority-owned firms, and women’s business enterprises, in procuring 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

Qualified organizations who are interested in submitting a proposal are requested to email a notice of intent to rfp@careersourcepinellas.com no later than **5:00 EDT on April 21, 2024**. The subject line shall read “**Notice of Intent LEGAL SERVICES RFP**”. The notice of intent shall include the following: - Entity Name - Contact name, phone number and email address.

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 RFP should be submitted via email to:

rfp@careersourcepinellas.com.

Please type “INQUIRY: LEGAL 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

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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 IV 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, Email, or Hand Delivered to the location and individual indicated below:

CareerSource Pinellas
Attn: Steven Meier, CEO
13805 58th 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.
- Each email submission must be followed up with a confirmation email directed to 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

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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.

SECTION D – EVALUATION AND SELECTION

An Evaluation Team for this RFP will review the proposals received in response to this RFP and the winning proposal will be recommended to the Board and Consortium for approval.

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 evaluation 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 tasks identified in the RFP.

II. PUBLIC RECORDS

All materials submitted in response to this RFP become the property of the Merged Entity 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

The CSP, CSTB or the Merged Entity 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 the Board of Directors and/or Chief Executive Officer of CTSB 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.

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3. The successful contractor shall promptly notify the Merged Entity 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 the Merged Entity all reasonable assurances requested by the Merged Entity 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 the Merged Entity which is similar in nature to the conduct alleged in such proceedings.

V. EVALUATION

1. Evaluation Team: An Evaluation Team 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 recommend to the Board of Directors and Consortium the winning proposal.
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. The following criteria shall be used in the evaluation, in no particular order:

 - Experience, Qualifications, depth of legal talent, related expertise and fees will be considered.
 - Proposer's firm must possess demonstrated ability, knowledge and expertise to provide counsel services to the Merged Entity. It is important to demonstrate a sufficient depth of talent and ability to allot a sufficient amount of time to meet the sometimes great demand that the Merged Entity will place upon its counsel and to be in a position to respond in a timely and efficient manner.
 - It is anticipated that only one firm will be selected to perform the services that have been identified. A recommendation shall be made to the governing board of the Merged Entity that has approval authority of the final selection.

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CRITERIA	WEIGHT FACTOR
<p>Requirements “No” marked in any category indicates the proposal is not responsive and will not be considered.</p> <p>a. Was the proposal received by the due date & 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 the number of copies provided, and a thumb drive containing a copy of the proposal? Yes _____ No _____</p>	Mandatory
<p>Has the firm had any disciplinary actions that have been instituted or proposed against it, in the past three (3) years? Yes _____ No _____</p>	Mandatory
<p>Respondent Qualifications:</p> <ul style="list-style-type: none"> • Experience in performing services as specifically represented in this solicitation • Previous experience with engagements of similar scope and range as the engagement specified in this RFP • 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 • Range of relevant services offered by the firm • Length of time that the Proposer has provided the services it provides 	60 Points
<p>Resumes and Experience:</p> <ul style="list-style-type: none"> • Resumes and Experience of the personnel assigned to this engagement 	20 Points
<p>Price Quote:</p> <ul style="list-style-type: none"> • An explanation of the respondent’s price breakdown for services to be performed. 	10 Points
<p>Other Criteria:</p> <ul style="list-style-type: none"> • References • Conflict of Interest • Past experience • Respondent’s reputation 	10 Points
<p>TOTAL SCORE</p>	100 Points

3. Evaluation Rights of CareerSource Pinellas

CareerSource Pinellas reserves 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;

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- 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 whose proposal submittals have been determined to meet the minimum requirements of this RFP and provide the best value. "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. CareerSource Pinellas reserves the right to award any or all parts of the solicitation to a single or to multiple Contractors.

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 to CareerSource Pinellas 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. The Merged Entity shall not be held liable for any damages that may arise from any disclosure of trade secrets.

VIII. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

CareerSource Pinellas takes its public records responsibilities as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, 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 with a separate Highlighted Copy of its response. This Highlighted Copy shall contain CareerSource Pinellas' solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Highlighted Copy." The Highlighted

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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 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 for defending any and all claims made against CareerSource Pinellas 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 may produce the entire document(s), data or records submitted by respondent in answer to a public records request.

IX. ENGAGEMENT LETTER(S)

After notification to the successful Proposer of the award for services, the successful Proposer shall complete an engagement letter setting forth the terms and conditions of the services to be provided which shall be agreed upon by both the Proposer and the the Merged Entity.

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 #:	
Dunn and Bradstreet. #:		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 areas of practice:			
Authorized Signature(1): _____			
(1) Signature by an individual who has the authority to bind the Company to the RFP			

“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.”

ATTACHMENT 2: REFERENCES

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

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

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

Company Name:	
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 CSTB or CSP. 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 CSTB or CSP or other person, who has received or will receive compensation of any kind to seek to influence the actions 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. _____

The following are existing or potential conflicts of interest the Proposer’s firm may have which would arise from this representation, due to representation of entities or persons which are or may be doing business with or are employed by CSTB or CSPIN, or have planned or pending litigation for damages or other litigation against CSTB or CSPIN. The party with which there is a conflict, the nature of the conflict, and whether the prospective counsel would or would not step aside or resign from the engagement or representation creating the conflict in favor of CSTB or CSPIN is indicated below.

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By signing the RFP submittal, the Proposer agree that it shall not act as counsel in any lawsuit or other adversarial proceeding in which CSTB, CSPIN or the Merged Entity is named as an adverse party, and will not provide representation to another client during the term of the contract if the representation will be directly adverse to the interest of CSTB, CSPIN or Merged Entity, unless Merged Entity consents in writing.

*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

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 qualified legal 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

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

 Name of Authorized Representative

 Signature and Date

ATTACHMENT 5: RESUME TEMPLATE

The Proposer shall separately attach a description of the experience and qualifications for **each team** member proposed. 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.

Description should include:

- Professional and educational background
- Position in Firm
- Whether licensed to practice law in the State of Florida. If so, Florida Bar Number.
- Whether certified in State & Federal Government Law
- Overall supervision to be exercised.
- Types and years of prior experience in:
 - Serving a quasi-government or government organization (city or county government, school board, special districts (dependent or independent), Local Workforce Development Board, community colleges, economic development or any other such entity)
 - Governmental law and federally funded grants and contracts as it relates to workforce development programs such as the Workforce Innovation and Opportunity Act
 - Florida Non-profit organizations and Internal Revenue Code section 501©(3) organizations
 - Experience in complex administrative hearings related to governmental law, rules and procedures of the assigned federal Departments and state Agencies related to Workforce Innovation and Opportunity Act.
 - Experience in working with the US Department of Labor Training and Employment Administration, FloridaCommerce.

ATTACHMENT 6: W9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 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 one 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) ▶ _____ Note: 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 not 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> </tr> <tr> <td colspan="6" style="text-align: center;">or</td> </tr> <tr> <td colspan="6" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					or						Employer identification number						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
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Part II Certification	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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.	

Sign Here	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.

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-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.

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ATTACHMENT 7: PRICE REPLY FORM

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Proposer Name: _____

The agreed-to compensation will include standard day-to-day administrative, overhead, and internal expenses, including, but not limited to: legal research charges and other consulting services as required by this RFP, office consumable supplies, USPS postage and overnight shipping charges, local and long distance telephone charges, and insurance premiums as required by this RFP.

If available, include any enhanced services and/or in-kind services in addition to those mentioned in this RFP.

Counsel Services	Fixed Hourly Fee
Senior Partner	\$
Partner	\$
Counsel	\$
Associate	\$
Paralegal	\$
Other	\$

ATTACHMENT 8: Contractor General Provisions, Certifications and Assurances

Proposer: _____

The Merged Entity 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 sub-Contractors 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.

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 the Merged Entity 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.
- 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

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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).

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 the Merged Entity 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 the Merged Entity. 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

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

8. MONITORING

At any time and as often as the Merged Entity, 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 the Merged Entity. 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 the Merged Entity.

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 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) The Merged Entity may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- 3) The Merged Entity 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 the Merged Entity.
- 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 the Merged Entity, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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In the event this modified agreement is terminated for cause, Contractor shall be liable to the Merged Entity 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, the Merged Entity 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 the Merged Entity, 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.

Authorized Signature

Date

Typed Name and Title of Authorized Representative

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

ATTACHMENT 9: CMBE CERTIFICATION

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

Whenever possible, the positive efforts shall be made to utilize small businesses, minority-owned firms, and women’s business enterprises, in procuring 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.