

Request for Proposals for  
Auditing Services

Pasco Hernando Workforce, Inc.

Date of Issue: April 18, 2022

Response Deadline:

May

Pasco Hernando Workforce Board, Inc.  
d/b/a CareerSource Pasco Hernando

## **Introduction**

Pasco Hernando Workforce Board, Inc., d/b/a CareerSource Pasco Hernando, is competitively soliciting services of an accounting firm whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, to perform a financial and compliance audit of the organization. CareerSource Pasco Hernando is a private, not-for-profit organization, created pursuant to Fla. Stat. §445.007, with an annual operating budget of approximately \$14 million. Funding received by CareerSource Pasco Hernando consists of both local government funding and federal revenue; and its duties are to provide oversight of the federal employment and training programs under the Workforce Investment Act, Personal Responsibility and Work Opportunities Assistance Act for welfare transition services, Veterans, Wagner-Peyser and other federal programs and their related regulations, rules and policies. CareerSource Pasco Hernando is seeking proposals for the provision of auditing services for the fiscal years ending June 30, 2022, 2023, 2024, 2025 and 2026. This audit will be conducted in accordance with Generally Accepted Auditing Standards (GAAP), current Government Auditing Standards (“Yellow Book”), as issued by the Comptroller General of the United States, and provisions of the Office of Management and Budget, and CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Audit of Institutions of Higher Education and Other Nonprofit Institutions.

## **Inquiries Regarding the RFP**

Inquiries concerning the RFP must be submitted via email directed to Theresa H. Miner at [tminer@careersourcepascohernando.com](mailto:tminer@careersourcepascohernando.com). Questions may be submitted until 2:00 p.m. EST April 28, 2022. Please **reference RFP No. 63022** **Audit in the subject line**. Answers will be posted on the CareerSource Pasco Hernando website, [www.careersourcepascohernando.com](http://www.careersourcepascohernando.com).

Proposers must only submit questions to the email stated above. Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of 72-hours following the issuance of the notice of intent to award, excluding Saturdays, Sundays, and state holidays, any employee or board member of CareerSource Pasco Hernando concerning any aspect of this solicitation, except in writing as provided in the solicitation documents. Proposers are not to copy or blind copy any other CareerSource employee, agent or board member. Violation of this provision may be grounds for rejecting a response.

## **Proposer Qualifications**

Only Certified Public Accountants who are licensed by the State of Florida are eligible to submit a proposal in response to this RFP. The Proposer must provide a copy of their most recent license/CPA certification as **Attachment I** to the proposal. If the Proposer is a corporate entity, in any form, Proposer must be actively registered with the State of Florida Division of Corporations.

Proposers that qualify as minority-owned, women-owned, veteran-owned or labor surplus enterprises under a federal, state or local government or public authority certification process are encouraged to submit proposals and to identify themselves as minority-owned, women-owned, veteran-owned or labor surplus enterprises. Any Proposer wishing to be considered as such must provide evidence of certified minority-owned, women-owned, veteran-owned or labor surplus enterprises status.

## **Instructions to Proposers**

***Letter of Intent to Bid Required.*** Interested parties are required to submit a Letter of Intent to Bid to Theresa H Miner, Chief Financial Officer, no later than May 1, 2022, 3 p.m. EST.

**Proposals are to be submitted to:**

Name: Theresa H. Miner  
Title: Chief Financial Officer Entity:  
Pasco Hernando Workforce, Inc.  
Address: PO Box 6589  
Spring Hill, FL 33609  
Phone: (352) 593-2235  
Email: [Tminer@careersourcepascohernando.com](mailto:Tminer@careersourcepascohernando.com)

All proposals must be **received no later than May 10, 2022, by 4:00PM, Eastern Standard Time (EST)**. The official opening will be held at the CareerSource Pasco Hernando. Submitted responses will be recorded. Any response or portion thereof, received after the submittal deadline will not be considered. Proposals that are received after the above deadline will be deemed non-responsive, will not be reviewed nor rated, will not be considered for services, and will be returned to the Proposer.

CareerSource Pasco Hernando reserves the right to request additional information for clarification from potential proposers, or to allow correction of errors or omissions. CareerSource Pasco Hernando reserves the right to reject any and all proposals, in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed favorable to CareerSource Pasco Hernando at the time and under the conditions stipulated in this solicitation. Proposals may be deemed non-responsive due to the following reasons:

- The proposal does not contain the required attachments
- The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the Government Audit Standards – “Standards for Audit of Government Organizations, Programs, Activities and Functions” of the U.S. Comptroller General.
- If an item is not addressed and is omitted, the proposal shall be deemed non-responsive, shall not be rated nor ranked, and shall not be considered for funding.

The above is a non-exhaustive list and only serves as an example of reasons why a proposal may be deemed non-responsive. Non-responsive proposals shall be returned to the Proposer with a written statement noting why the proposal was deemed non-responsive.

Any proposal may be withdrawn until the date and time set for final submission of proposals. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the service set forth in the RFP, or until a contract has been awarded.

All costs incurred by the Proposer in the preparation of a proposal responding to this RFP are the responsibility of the Proposer and will not be reimbursed by CareerSource Pasco Hernando.

#### *Format for Preparing Proposals*

Proposals shall be typed in 12-point font on 8 1/2” x 11” paper. The written narrative of the proposal shall not exceed ten (10) pages excluding any attachments. **One original and three copies must be submitted in accordance with the timeline identified below.**

The Proposer must follow the format outlined below. All items must be addressed and responded to in the written narrative of the proposal.

The Proposer in its proposal shall, at a minimum, include the following:

### *Prior Experience*

The Proposer will need to describe its prior auditing experience including the names, addresses, contact persons and telephone numbers of at a minimum three prior organizations the Offeror has audited. Experience should include the following categories:

- Prior experience auditing similar programs funded by a variety of sources, such as grants, foundations and in-kind donations.
- Prior experience auditing programs financed by the Federal Government and by the State of Florida.
- Prior experience auditing nonprofit organizations.

### *Organization, Size and Structure*

The Proposer will need to describe its organization, size (in relation to audits to be performed) and structure; Indicate, if appropriate, whether or not the firm is a small or minority-owned business. The Proposer will need to include a copy of the most recent Peer Review, if the Proposer has had a Peer Review, as Attachment III to the response. If the Proposer has not had a Peer Review/Quality Review, under Attachment III, the Proposer will need to provide a statement as to why this has not been completed.

### *Staff Qualifications*

The Proposer will need to provide the qualifications of staff to be assigned to the audits. Descriptions will include:

Staff positions that will comprise the Audit Team. Only include bios of staff to be assigned to the audits. Include education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as a CPA (only licensed CPA's will be considered.)

### *Understanding of Work to be Performed*

The Proposer will need to briefly describe its understanding of work to be performed, including audit procedures and other pertinent information.

### *Budget*

The Proposer will need to provide a budget to show estimated number of hours for each staff person to be involved in the audit, hourly rate to be charged for that staff person's time, any other cost that will affect this contract, and an estimated full cost for completion of the audit in accordance with this RFP.

CareerSource Pasco Hernando requests an overall cost quote based on firm estimates of staff to be involved and the number of hours needed to complete the services identified in the RFP, and any other costs associated with the services. Proposer must provide a bottom-line quote which states the amount the contract will not exceed based upon the services being solicited.

### *Other*

The Proposer will provide any additional added value that is beyond the audit engagement.

### *Certifications*

The Proposer must sign and include as an attachment to its proposal the Certifications form with the RFP (See Attachment II of the RFP Instruction package). The Proposer must complete the forms as required by federal and state law, and will include them as an attachment to their proposal.

### *Mandatory Disclosures*

Proposers must disclose pertinent background information about the Proposer and his or her personal or business relationship, if any, with any CareerSource Pasco Hernando board member or employee. Proposers must disclose whether Proposer is respondent is a relative of a CareerSource Pasco Hernando staff or board member, whether a CareerSource Pasco Hernando board member is an employee of Proposer, whether Proposer is an employee of CareerSource Pasco Hernando; or whether Proposer is a business associate of any CareerSource Pasco Hernando board member.

For purposes of the mandatory disclosure, the following definitions shall apply:

Relative means an individual who is related to a CareerSource Pasco Hernando employee or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandparent, step-grandchild, step-great-grandchild, person who is engaged to be married, or who otherwise holds himself or herself out as, or is generally known as the person whom a CareerSource Pasco Hernando employee or board member intends to marry or with whom the CareerSource Pasco Hernando employee or board member intends to form a household, or any other natural person having the same legal residence as the CareerSource Pasco Hernando employee or board member. (See Fla. Stat. §112.312(21))

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. (Fla. Stat. §112.312(4))

### **Proposal Evaluation**

Proposals will be rated and then ranked based upon the following criteria:

- Prior experience auditing similar or like organizations and or funding (30 points)
- Organizations' size and structure (6 points)
- Qualifications of staff to be assigned (30 points)
- Understanding of the work to be performed (15 points)
- Budget (15 points)
- Other (4 points)

Total points available: 100

### **Procurement Timeline**

The following timeline applies to the RFP, but may be revised at the discretion of CareerSource PascoHernando's CEO and/or Board of Directors.

April 13, 2022 and

April 27th

Legal Notice

April 18, 2022 and April 27th	Publish RFP
May 1, 2022	Letter of Intent (See below)
May 10, 2022	Deadline for Proposals to be submitted (4 PM EST)
May 17, 2022	Evaluation Team to submit summary of reviews to Audit/Finance committee
TBD	Presentation – if requested
TBD	Audit/Finance Committee Recommendation to Executive Committee
June 9, 2022	Executive Committee to present to Full Board
July 1, 2022	Recommendation of Award/Notification of Selection to Proposer
September 12, 2022	Engagement to begin

It is expected that a decision selecting the successful audit firm will be made by June 9, 2022. All firms that submitted proposals will receive written notification of the decision of the Executive Committee or Board of Directors.

### **Contract Term and Related**

The initial contract for audit services will be one-year (12 months), renewable for up to four (4) additional one-year terms, beginning July 1, 2022. Renewal is in the sole discretion of CareerSource Pasco Hernando. The contract will be based upon progress invoices tied to completion of audit requirements not to exceed the amount agreed. An agreement for the accepted proposal will be based upon the factors described in the RFP. Career Source Pasco Hernando reserves the right to negotiate the terms outlined in the response when setting forth the final terms and conditions of the contract.

This RFP does not commit or obligate CareerSource Pasco Hernando to award a contract, to commit any funds identified in this RFP, or to procure or contract for the services contemplated in this solicitation. CareerSource Pasco Hernando is funded by state and federal grants. CareerSource Pasco Hernando may also receive local government funding. Proposers, by submission of any proposal, acknowledges and understands that any payment obligation pursuant to any contract awarded under this RFP are subject to ongoing local government, state legislature or congressional appropriation and actual funding; and in the absence of any such appropriation or allocation, such contract may be terminated.

### **Background Information**

CareerSource Pasco Hernando is responsible for providing oversight and policy direction regarding federal employment and training programs operated in Pasco and Hernando Counties, Florida. There are 24 regional workforce boards within the State of Florida and are created in Florida Statute 445. A large portion of the federal funds received are allocated to the State of Florida from the U. S. Department of Labor and from the Department of Health and Human Services for activities associated with Temporary Assistance for Needy Families. Local regional workforce boards are responsible for several federal programs to include services to unemployed, underemployed, dislocated workers, welfare transition individuals, youth, veterans, and other targeted populations. Federal rules as well as state legislation govern local decisions and operations; however, local regional workforce boards have the flexibility to design and implement programs that best fit the needs of their geographical area.

CareerSource Pasco Hernando is a private, nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c) (3) of the Internal Revenue Service Code. It is governed by a Board of Directors. Administrative offices are located at 16336 Cortez, Blvd., Brooksville, FL 33609. Fiscal records are located at the administrative offices.

The following Financial statements and audit reports are required as part of this audit:

- Statement of Financial Position
- Statement of Activities
- Statement of Changes in Net Assets
- Statement of Cash Flows
- Statement of Functional Expenses
- Supplementary Information (as required by 2 CFR 200; State Policies and agreements and other other governing agency)
- Independent Auditor's Report on financial Statements
- Schedule of expenditures of State and Federal Awards
- Independent Auditor's Report on Compliance and on Internal control Over Financial Reporting basedon an audit of financial statements in Accordance with Government Auditing Standards.
- Independent Auditor's Report on Compliance with Requirements applicable to each major program and internal control over compliance in Accordance with CFR Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- Independent Auditor's Report on compliance with Requirements Applicable to State Grants and AidsAppropriations
- Schedule of Findings and Questioned Costs
- Management Letter and Organization's Response to Management Letter
- IRS Form 990
- IRS form 990T, if applicable
- Data Collection form for reporting on Audits of States, Local Governments and Non-Profit Organizations

CareerSource Pasco Hernando is responsible for preparing all financial statements for the organization.

All required CareerSource Pasco Hernando documents are available for review by appointment prior to the RFP submittal. The Proposer will need to contact Theresa Miner via email at [tminer@careersourcepascohernando.com](mailto:tminer@careersourcepascohernando.com) to schedule an appointment.

Government Audit Standards- "Standards for Audit of Governmental Organizations, Programs, Activitiesand Functions" (1994 Revision), states on page 2-4:

"Financial statement audits provide reasonable assurance about (1) whether the financial statements of an audited entity present fairly the financial position, results of operations and cash flow or changes in financial position in accordance with Generally Accepted Accounting Principles,...(2) the entity has adheredto specific financial compliance requirements, or (3) the entity's internal control structure over financial reporting and/or safeguarding assets is suitably designated....and whether the entity has complied with laws and regulations" for those transactions and events that may have a material effect on the financial statements.

### **Scope of Work/Performance**

The successful Proposer (the "Contractor") will be contracted to prepare audit reports in accordance with the Government AuditStandards- Standards for Audit of Governmental Organizations, Programs and functions.

The Contractor is to transmit one copy of the draft audit report to the Pasco Hernando Workforce Board Executive Director and Chief Financial Officer at the agreed upon date, but prior to the December Board of Directors' meeting.

The Contractor shall deliver final audit reports to the Executive Committee of the Board of Directors as soon as is reasonably possible, but no later than the December Board meeting of the year in which the audit is conducted. Reports may be submitted earlier than the above schedule. However, if the Contractor fails to make delivery of the audit reports within the time schedule specified herein, or if the Contractor delivers audit reports which do not conform to all of the provisions of this contract, CareerSource Pasco Hernando may, by written notice of default to the Contractor, terminate the whole or part of this contract within 72 hours of delivery of notice. Under certain extenuating circumstances, the Executive Director or Board of Directors may extend this schedule upon written request of the Contractor with sufficient justification.

Final payment shall be made upon the determination that all services have been performed in accordance with federal guidelines and the final report has been delivered and accepted by CareerSource Pasco Hernando and upon receipt of an invoice. Should CareerSource Pasco Hernando reject the report, CareerSource Pasco Hernando's authorized representative will notify the Contractor in writing of such rejection stating the reasons for the rejection. The right to reject a report shall extend throughout the term of the contract and for ninety (90) days after the Contractor submits the final invoice for payment.

All audit reports prepared under this contract will be reviewed by CareerSource Pasco Hernando's Audit/Finance Committee, Executive Committee, Board of Directors, and its funding sources to ensure compliance with General Accounting Office's (GAO) Government Audit Standards- "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" and other appropriate guides.

The final audit will be provided to the full Board of Directors for review, discussion and acceptance. Observations and recommendations must be summarized in writing and discussed with the Board of Directors. It should include internal control and program compliance observations and recommendations.

**AIPCA Professional Standards:** Ethics Interpretation 501-3- Failure to Follow Standards and/or Procedures or other Requirements in Governmental Audits.

"Engagements for audits of governmental grants, governmental units or to her recipients of government monies typically require that such audits be in compliance with government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted audit standards. If a member has accepted such an engagement, and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he is obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in his report that fact that such requirements were not followed and the reasons therefore."

Working papers, statements, schedules, reports and memoranda made by the Contractor in the course of the duties described herein will be and shall remain the property of the accounting firm. However, upon request, the Contractor will be required to provide a copy of the work papers to CareerSource Pasco Hernando, in electronic format, at the completion of each audit. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problem. The work papers will be retained for at least five (5) years from the end of the audit period. The work papers will be available for examination by authorized representatives of any federal or state audit agency including but not limited to: the State of Florida, the U.S. Secretary of Labor, the U.S. Comptroller General, the U.S. General Accounting Office, or their respective designated representatives.

### **Stevens Amendment**



This Audit is supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture, totaling approximately \$9,886,348, which is based on budget, as well as \$241,927 from non-state and federal sources, totaling approximately, \$, which is also based on budget. These amounts could change, once final year-end reports have been completed.

### **Sunshine Law, Public Records and Confidentiality**

Pursuant to Fla. Stat. § 445.007 CareerSource Pasco Hernando is subject to the Florida Sunshine Laws (Chapter 286, Florida Statutes), and Florida Public Records Law (Chapter 119, Florida Statutes), and s. 24, Art. I of the Florida State Constitution. Proposers acknowledge that CareerSource Pasco Hernando is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the Proposers under this RFP, as well as certain meetings and other communications, are subject to such laws. All proposals become the property of CareerSource Pasco Hernando and will be a matter of public record subject to Chapter 119, Florida Statutes. Contractor agrees to comply with public records and open meeting requirements as provided for in 2 CFR 200.333, and 2 CFR 200.336.

The Contractor agrees to keep any confidential information related to all contracts in strict confidence. Other than the reports submitted to CareerSource Pasco Hernando, the Contractor agrees not to publish, reproduce or otherwise divulge such confidential information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Contractor's possession, to those employees on the Contractor's staff who must have the information or to those employees on the Contractor's staff who must have the information on a "need-to-know" basis. The Contractor agrees to immediately notify, in writing, CareerSource Pasco Hernando in the event the Contractor determines or has reason to suspect a breach of this requirement.

To the extent any Contractor, or employee of Contractor, is granted authorization to access workforce information systems, including systems containing confidential information, Contractor and its employees are required to complete the established Individual Non-Disclosure and Confidentiality Certification Form upon request.

### **Contract Compliance, Assurances and Certifications**

Proposers shall acknowledge, certify compliance with and accept the contract provisions, certifications and assurances outlined herein:

- A. In performing its responsibilities under the contract, the Contractor provides the following certifications and assurances:
  1. Assurances – Non-Construction Programs (SF 424 B)
  2. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
  3. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
  4. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
  5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
  6. Certification Regarding Environmental Tobacco-Smoke
  7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
  8. Scrutinized Companies Lists Certification (Section 287.135.F.S.)

- B. **TERMINATION PROVISIONS FOR CONTRACTS IN EXCESS OF \$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The contractor agrees that the contract may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice. Further, CareerSource Pasco Hernando is a quasi-governmental entity reliant in part on funding received from governmental grants. Accordingly, notwithstanding anything else contained herein to the contrary, CareerSource Pasco Hernando shall have the right to terminate the contract by reason of funding unavailability at any time by providing thirty (30) days advance written notice. If the contract is terminated, all payments defined therein shall cease to be due as of the date of termination.
- C. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** When required, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 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.
- E. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- F. ***DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)***. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- G. ***BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)***. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. ***SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 USC 6962; 2 CFR §200.322)***. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. ***TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15(B))***. During the term of the Agreement, Contractor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Agreement.
- J. ***VETERAN’S PRIORITY OF SERVICE PROVISIONS (38 USC 4215; 20 CFR 1010)***. A covered person is entitled to priority of service under any qualified job training program if the person otherwise meets the eligibility requirements for participation in such program. An entity of a State, a political subdivision of the State, or in this case, a Contractor, that administers or delivers services under a qualified job training program shall provide information and priority of service to covered persons regarding benefits and services that may be obtained through other entities or service providers; and ensure that each covered person who applies to or who is assisted by such a program is informed of the employment-related rights and benefits to which the person is entitled under this section.
- K. ***EQUAL TREATMENT FOR FAITH BASED ORGANIZATIONS (29 CFR 2, Subpart D)***. Any organization that participates in a program funded by federal financial assistance shall not,

in providing services or in outreach activities related to such services, discriminate against a current or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect financial assistance need not modify its program activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.

- L. **PURCHASE OF AMERICAN MADE PRODUCTS (P.L. 103-333 §507).** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under Public Law 103-333 should be American-made. Funds made available under this Public Law may be used to fund Contractor's performance under this Agreement. In providing financial assistance to, or entering into any contract with, any entity using funds made available in this Act, Contractor, to the greatest extent practicable, shall provide to such notice describing the statement made by the Congress, as to American made products.
- M. **PUBLIC ANNOUNCEMENTS AND ADVERTISING (P.L. 103-333 §508).** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- N. **CODES OF CONDUCT (29 CFR 95.42).** The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- O. **EMPLOYMENT ELIGIBILITY REQUIREMENTS.** Employment of unauthorized aliens by Contractor is considered a violation of the Immigration and Nationality Act. Contractor shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term. Contractor shall be responsible for including the provisions of this paragraph in any context with, and requiring compliance by any/all subcontractors performing under this Agreement. If Contractor knowingly employs unauthorized aliens, in violation of this paragraph,, such action shall be

cause for unilateral cancellation of this Agreement and CareerSource Pasco Hernando may recover damages from Contractor resulting from such cancellation. Further, CareerSource Pasco Hernando may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in this paragraph of this Agreement; or has an employee who is determined by CareerSource Pasco Hernando to have violated a prohibition in this paragraph of this Agreement through conduct that is either associated with performance of this Agreement or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by CareerSource Pasco Hernando.

**P. ASSURANCES – NON-CONSTRUCTION PROGRAMS.** As the duly authorized representative of the Contractor, the Contractor:

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as emended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.
3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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.
5. Will comply with environment 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.I. 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 (Clear 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).

6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.
8. Will comply with the procurement standards of 2 CFR 200.318 –200.326.

**Q. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.** The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;
2. Have not within a three-year period preceding the Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Have not been placed on the convicted vendor list following a conviction of a public entity crime as set forth in Fla. Stat. 287.133(2)(a).
6. Have not been placed on the discriminatory vendor list described in Section 287.134 Fla. Stat.

**R. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.** The Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
3. The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;
5. Contractor shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

**S. *CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.***

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Contractor, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CareerSource Pasco Herando workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace;
  - b. The policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph V.1. of this certification.
4. Notifying the employee in the statement required by paragraph V.1. of this certification that, as a condition of employment under the contract, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five (5) calendar days after such conviction.
5. Notifying the CareerSource Pasco Hernando in writing ten (10) calendar days after receiving notice under subparagraph 4.b. of this Section from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on which Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department’s intranet site, should be completed and submitted to the following address:

Office of the Inspector General  
Department of Economic Opportunity  
MSC# 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Florida 32399-4126

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

T. ***NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.*** As a condition of the Contract the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The 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 Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that CareerSource Pasco Hernando, DEO and the United States have the right to seek judicial enforcement of the assurance.

U. ***CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE.*** As a condition of the Contractor the Contractor assures that it will comply fully with the certification regarding



environmental tobacco-smoke. The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are contracted, operated or maintained with Federal funds. The statute does not apply to children's service provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

V. **ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).** As a condition of the Agreement, the Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

W. **SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.** If a board that is affiliated with the local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor will submit a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.

X. **MANDATE TO REPORT ABUSE OF VULNERABLE POPULATIONS.** In compliance with Sections 39.021 and 415.1034 Florida Statutes, if Contractor, and its agents, employees, or others performing services on Contractor's behalf, knows or has reasonable cause to suspect that a child, aged person or disabled adult is or has been abused, neglected, or exploited, Contractor, and its agents, employees and others performing services on Contractor's behalf, agree to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE or via the web reporting option at [http:// www.dcf.state.fl.us/abuse/report](http://www.dcf.state.fl.us/abuse/report) or via fax [1-800-914-0004](http://www.dcf.state.fl.us/abuse/report).

#### **Competitive Solicitation Protest/Appeal Process**

All Proposers have the right to an appeal of an award under this RFP. Any party that wishes to challenge the terms, conditions, criteria, or specifications of the procurement as unfair, biased, or other substantive objection, must file a notice of intent to challenge within 72 hours of notice of intent to award or such protest is forever waived. Within 10 calendar days after the notice of intent to protest is filed, a party shall file a formal written notice of protest with the contact person listed in the solicitation.

The formal written notice must include:

- the name and address of the person with whom the protest will be filed;
- the name and address of the party filing the protest;
- an explanation of how the party's substantial interests have been affected;
- a statement of how and when the party filing the protest received notice of the solicitation or notice of CareerSource Pasco Hernando's intent or actual contract award;
- with particularity, the facts and law upon which the protest is based;
- a statement of all issues of disputed material facts;
- a concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the party filing the protest to relief;
- a demand for relief to which the party deems itself entitled; and
- any other information which the party contends is material.

The CareerSource Pasco Hernando President/CEO will review the protest/appeal and respond within ten days after receipt of the written notice of protest. Failure to timely file a protest will constitute a waiver of the proposer's right to appeal.

## FEDERAL AND FLORIDA COMPLIANCE ASSURANCES AND CERTIFICATIONS

The parties (hereinafter referred to as “Contractor”) acknowledge and certify that, to the extent applicable to this contract/agreement, funding source, program activities, and statutory requirements, the parties shall comply with the following (if applicable):

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- A. **TERMINATION PROVISIONS (CONTRACTS OF \$150,000).** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The parties agree that in the event Contractor shall fail to comply with any term, provision, or condition of this Agreement, then in the absence of a remedy provision contained elsewhere in the Master Agreement, Pasco-Hernando Workforce Board, Inc. may at its sole election terminate this Agreement without being liable to prosecution or may bring a claim for specific performance or may bring an action to recover damages caused by such breach. Additionally, Pasco-Hernando Workforce Board, Inc. (PHWB) may consult with an attorney concerning PHWB’s rights hereunder, and Contractor agrees in each and any such case to pay to PHWB its reasonable attorney’s fees therefore.
- B. **TERMINATION PROVISIONS (CONTRACTS OF \$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The parties agree that in the event there is no provision contained elsewhere in the Master Agreement to the contrary, then the Parties agree that this Agreement may be terminated by either party with, or without, cause upon thirty (30) day’s prior written notice. Further, PHWB is a quasi-governmental entity reliant in part on funding received from governmental grants. Accordingly, notwithstanding anything else contained herein to the contrary, PHWB shall have the right to terminate the Agreement or any of the agreements comprising the Master Agreement by reason of funding unavailability at any time by providing thirty (30) days advance written notice. If this agreement is terminated, all payments defined therein shall cease to be due as of the date of termination.
- C. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the

requirements of 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.

- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. **SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (42 USC 6962; 2 CFR §200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15(B)).** During the term of the Agreement, Contractor, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Agreement.
- L. **VETERAN'S PRIORITY OF SERVICE PROVISIONS (38 USC 4215; 20 CFR 1010).** A covered person is entitled to priority of service under any qualified job training program if the person otherwise meets the eligibility requirements for participation in such program. An entity of a State, a political subdivision of the State, or in this case, a Contractor, that administers or delivers services under a qualified job training program shall provide information and priority of service to covered persons regarding benefits and services that may be obtained through other entities or service providers; and ensure that each covered person who applies to or who is assisted by such [a](#) program is informed of the employment-related rights and benefits to which the person is entitled under this section.
- M. **EQUAL TREATMENT FOR FAITH BASED ORGANIZATIONS (29 CFR 2, Subpart D).** Any organization that participates in a program funded by federal financial assistance shall not, in providing services or in outreach activities related to such services, discriminate against a current or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect financial assistance need not modify its program activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.
- N. **PURCHASE OF AMERICAN MADE PRODUCTS (P.L. 103-333 §507).** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under Public Law 103-333 should be American-made. Funds made available under this Public Law may be used to fund Contractor's performance under this Agreement. In providing financial assistance to, or entering into any contract with, any entity using funds made available in this Act, Contractor, to the greatest extent practicable, shall provide to such notice describing the statement made by the Congress, as to American made products.
- O. **PUBLIC ANNOUNCEMENTS AND ADVERTISING (P.L. 103-333 §508).** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which

will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- P. **CODES OF CONDUCT (29 CFR 95.42).** The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- Q. **EMPLOYMENT ELIGIBILITY REQUIREMENTS.** Employment of unauthorized aliens by Contractor is considered a violation of the Immigration and Nationality Act. Contractor shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term. Contractor shall be responsible for including the provisions of this paragraph in any context with, and requiring compliance by any/all subcontractors performing under this Agreement. If Contractor knowingly employs unauthorized aliens, in violation of this paragraph,, such action shall be cause for unilateral cancellation of this Agreement and PHWB may recover damages from Contractor resulting from such cancellation. Further, PHWB may unilaterally terminate this Agreement, without penalty, if Contractor is determined to have violated a prohibition in this paragraph of this Agreement; or has an employee who is determined by PHWB to have violated a prohibition in this paragraph of this Agreement through conduct that is either associated with performance of this Agreement or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by PHWB.
- R. **ASSURANCES AND CERTIFICATIONS.** The Department of Economic Opportunity (DEO) will not award federal workforce funds where the PHWB or its contractors have failed to complete the ASSURANCES AND CERTIFICATIONS contained in this attachment. In performing its responsibilities under the Master Agreement, the Contractor provides the following certifications and assurances:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
3. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
6. Certification Regarding Environmental Tobacco-Smoke
7. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
8. Scrutinized Companies Lists Certification (Section 287.135.F.S.)

**NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the PHWB.

S. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** As the duly authorized representative of the Contractor, I certify that Contractor:

1. Will give the Department, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as emended,



relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the Agreement.

3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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.
5. Will comply with environment 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 (Clear 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).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with the Agreement.
8. Will comply with the procurement standards of 2 CFR 200.318 –200.326.

**T. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.** The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a State or a Federal department or agency;

2. Have not within a three-year period preceding the Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and/or
4. Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Have not been placed on the convicted vendor list following a conviction of a public entity crime as set forth in Fla. Stat. 287.133(2)(a).
6. Have not been placed on the discriminatory vendor list described in Section 287.134 Fla. Stat.

**U. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.** The Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
3. The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;
5. Contractor shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

**V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. Part 94, the undersigned Contractor, attests and certifies that it will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the RWBs' workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace;
  - b. The policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph V.1. of this certification.
4. Notifying the employee in the statement required by paragraph V.1. of this certification that, as a condition of employment under the contract, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five (5) calendar days after such conviction.
5. Notifying the PHWB in writing ten (10) calendar days after receiving notice under subparagraph 4.b. of this Section from an employee or otherwise

receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Officer on which Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant. An Incident Report Form, which can be found on the Department's intranet site, should be completed and submitted to the following address:

Office of the Inspector General  
Department of Economic Opportunity  
MSC# 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Florida 32399-4126

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

**W. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.** As a condition of the Contract the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs; and
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The 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 Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that PHWB, DEO and the United States have the right to seek judicial enforcement of the assurance.

- X. ***CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE.*** As a condition of the Contractor the Contractor assures that it will comply fully with the certification regarding environmental tobacco-smoke.

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are contracted, operated or maintained with Federal funds. The statute does not apply to children's service provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

- Y. ***ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).*** As a condition of the Agreement, the Board assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the

conditions provided by Pub L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

- Z. **SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.** If a board that is affiliated with the local governmental entity enters into a contract in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor will submit a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), F.S. Both lists are created pursuant to section 215.473, F.S.
- AA. **PUBLIC RECORDS LAW; SUNSHINE LAW.** Contractor agrees to comply with public records and open meeting requirements as applicable including 2 CFR 200.333, and 2 CFR 200.336.
- BB. **INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION.** To the extent any Contractor, or employee of Contractor, is granted authorization to access workforce information systems, including systems containing confidential information, Contractor and its employees are required to complete the established Individual Non-Disclosure and Confidentiality Certification Form upon request.
- CC. **MANDATE TO REPORT ABUSE OF VULNERABLE POPULATIONS.** In compliance with Sections 39.021 and 415.1034 Florida Statutes, if Contractor, and its agents, employees, or others performing services on Contractor's behalf, knows or has reasonable cause to suspect that a child, aged person or disabled adult is or has been abused, neglected, or exploited, Contractor, and its agents, employees and others performing services on Contractor's behalf, agree to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report> or via fax 1-800-914-0004.
- DD. **STATUTORY AND NATIONAL POLICY REQUIREMENTS.** In compliance with 2 CFR, section 200.300, ) a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and **incorporate them either directly or by reference in the terms and conditions of the Federal award (emphasis added.)** b) The non-Federal entity is responsible for complying with all requirements of the Federal award.