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January 2023

To All Interested Parties:

The Gulf Coast Workforce Board, dba CareerSource Gulf Coast (CSGC), is requesting a five-year audit and tax proposal from qualified CPA firms. Please consider this communication a formal request for qualifications (RFQ), responses to which will be used to determine the best-qualified firm for these services and will be the basis for negotiating a contract.

CSGC is a not-for-profit corporation organized under the laws of the state of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). We have been certified by the Governor as a Regional Workforce Board for the purposes of implementing programs authorized by the federal Workforce Innovation and Opportunity Act (WIOA), Training and Assistance to Needy Families (TANF), and the State's Workforce Innovation Act. Our principal function is the provision of oversight of, and policy guidance to the workforce development system in the three counties of Bay, Franklin and Gulf. Our operating budget for the fiscal year ended June 30<sup>th</sup>, 2022, was in excess of \$4.7 million dollars. As a subrecipient of federal financial assistance exceeding \$750,000, we are subject to the single audit requirements of OMB Uniform Guidance 2 CFR 200, and the audit must be conducted in compliance with the Department of Economic Opportunity's (DEO) Subaward Agreement.

Gulf Coast State College (GCSC) was designated by the local chief elected officials as the grant sub recipient. Our federal funds are held in GSCS's bank accounts. They process our payroll and accounts payable checks. CSGC was designated as the administrative entity and fiscal agent.

CSGC's fiscal year ends June 30<sup>th</sup>, 2023. We anticipate that we will be prepared for an audit entrance conference and field work to begin the last week of January, each year. The work should include the preparation of the Form 990 Tax Return. The draft audit report must be completed and delivered no later than March 1st. The final audit report must be presented to our board no later than our March board meeting, and delivered to our funding sources and the audit clearinghouse no later than March 30<sup>th</sup>. The final schedule will be a negotiated part of the audit contract.

Should you be interested in providing these services, please include the following information in your response, in the same order that it appears below:

### **Firm Philosophy in Providing Services to Workforce Development Boards**

1. Provide a brief description of your firm.
2. Describe the engagements your firm currently has or previously had auditing a Florida Workforce Board. Please state the board name, when, and for how long.

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Elinor Mount-Simmons, Chair

Joey Ginn, Vice Chair

Kimberly L. Bodine, Executive Director



3. List how many years you've worked with nonprofits and how many nonprofits you currently serve.
4. Describe your firm's hiring philosophy and the levels of individuals who would be assigned to this engagement. Specifically explain how your firm can provide continuity of staff on our audit.
5. Describe your firm's basic approach to performing an audit in accordance with OMB Uniform Guidance and the resulting advantages, which will accrue to our organization. You should identify how an audit engagement is planned and scheduled; the level of partner and manager commitment; quality control mechanisms and other areas you feel are important.
6. Describe your familiarity with our Abila MIP Fund Accounting software. Does your firm operate in a paperless environment? How will your technology bring value to the audit?

### **Other Services Available**

1. Provide information regarding other professional resources and services (i.e., technical assistance and consultation) that can be made available to our organization, particularly in the areas of fund accounting, indirect rate plans, and cost allocation.

### **Scheduling and Staffing of Engagement**

1. Identify the partner, manager, in-charge accountant, and staff who will be assigned to the job if you are successful in your bid, and provide biographies of the qualifications and experience for each team member. Describe their industry experience; List the community organizations they're involved with; List how many years they've worked with nonprofits and how many nonprofits they currently serve; List their recent continuing education courses that will be beneficial to our organization. Indicate any complaints against them that have been leveled by the state board of accountancy or other regulatory authority, if any. Indicate any corrective actions that have been taken by the firm with respect to these people.
2. Comment on the impact of transition on our organization and any additional charges for start up.
3. Describe your timeline with dates for planning, fieldwork, and completion of the audit, including expected delivery of the draft and final financial statements.
4. Indicate what assistance is required by our accounting staff to be provided to the audit team.
5. Describe your understanding of the work to be performed, including audit procedures, and other pertinent information.

### **Fees**

1. Provide information regarding your audit fee for our audit, including the estimated number of hours to be spent by each staff person and the expected rate per hour of each. State whether out-of-pocket expenses are included in your fee structure.
2. Describe whether and how you bill for overruns. State how your firm can reduce any overruns and how we can be assured of no "surprise" billings.
3. Explain your firm's availability and billing for advice and counsel during the year.
4. If you are able to provide your services for a fixed fee, state the fee for each year and services included.

### **References**

1. Please provide a list of clients of similar size and purpose to our organization.

2. Please provide a listing of clients we may contact. Clients listed should be of similar size and nature to our organization and be serviced by the same partner, manager and senior assigned to our audit. Please include specific contact name and telephone number.
3. Provide a copy of your most recent peer review and external quality control review.
4. Disclose any disciplinary action taken by the State Board of Accountancy within the last 3 years.

### **Other Information**

1. Please indicate whether or not you are a small business, veteran owned business, minority-owned, women's business enterprise, or a labor surplus area firm.
2. Please include any additional information not already requested that you consider essential to your response. If there is no additional information to include, state, "There is no additional information we wish to present".
3. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our external accountants is the best decision we could make.
4. List the name, title, address, and telephone number of the individual who has the authority to negotiate on behalf of and contractually bind the firm. List a contact person who is able to answer questions about the proposal.

### **Attachments**

1. The Proposer must sign and include as an attachment to its proposal the Certifications (see Attachment A) and Assurances and Certifications form (See Attachment B).

### Selection Process:

Proposals should describe all aspects of services proposed in the most favorable terms from both a price and a technical standpoint. CSGC reserves the right to request additional data in support of the proposal and/or to request that the proposer make a presentation about its proposal. All successful proposers may be required to participate in negotiations and submit any financial and/or other technical revisions to the proposal prior to final award of an agreement.

Award will be based on the review and rating of proposals. A rating committee will be appointed and meet in April or May 2023. Their recommendation will then be presented at a meeting of the CSGC full Board in May or June 2023. The CSGC full Board will decide to accept, reject, or accept with modifications the recommendation of the rating committee.

Final award of an agreement is contingent upon:

1. successful negotiation;
2. acceptance by the proposer of the agreement terms and conditions;
3. satisfactory verification of past performance, where applicable; and,
4. acceptance by the proposer of responsibility for achieving the agreed to objectives.

The negotiations will involve the specific professional services sought and the fees to be charged based on the proposal submitted. If successful, these negotiations will culminate in an agreement. If these negotiations prove to be unsuccessful, negotiations may be entered into with the second selected firm and so forth until an approved firm enters into an agreement.

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

CSGC reserves the right to request additional information for clarification from proposers, or to allow correction of errors or omissions. All proposals are subject to negotiation with CSGC.

Please note that either party may cancel the audit engagement for the subsequent years by written notice to the other party no later than May 1 of the year to be audited.

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Please submit 1 signed original and 4 copies (by US Mail, courier or hand delivery) of your responses to this RFQ no later than 4:00 pm Central Time on March 30th, 2023. Responses received after this time will not be considered for contract negotiation purposes. Should you have any questions about this RFQ or our organization, you may contact me at the address indicated below. We will not entertain in-person visits to our offices. We will provide copies of prior audit reports upon request.

*Please address your response to...*  
*Audit RFQ*  
*c/o Janine Dexter*  
*CareerSource Gulf Coast*  
*5230 West U.S. Highway 98*  
*Panama City, Florida 32401*

We appreciate your consideration of this matter and look forward to a timely response.

Sincerely,

Janine Dexter  
Finance Director  
CareerSource Gulf Coast  
850-913-3285 x3528  
jdexter@careersourcegc.com

## ATTACHMENT A – Auditor Certifications

On behalf of the Offeror:

- A. The individual signing certifies that the Offeror is not aware of or engaging in any activities that would be considered a conflict of interest.
- B. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- C. The individual signing certifies that the Offeror is a properly licensed certified public accountant or a Public accountant licensed on or before \_\_\_\_\_ in the State of \_\_\_\_\_.
- D. The individual signing certifies that the Offeror meets the independence standards of the *Government Auditing Standards*,
- E. The individual signing certifies that he/she is aware of and will comply with the GAO Continuing Education Requirement of every 2 years, at least 80 hours of CPE that directly enhances the auditor’s professional proficiency to perform audits or attestation engagements. At least 24 of the 80 hours of CPE should be in subjects directly related to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. At least 20 hours of the 80 should be completed in any 1 year of the 2-year period.
- F. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.
- G. The individual signing certifies that he/she has read and understands the following publications relative to the proposed audits;
  - 1. *Government Auditing Standards* (Yellow Book)
  - 2. OMB-Uniform Guidance, 2CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3. August 2017 Compliance Supplement
  - 4. *A Guide for Nonprofit Organizations: Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contracts with the Department of Health and Human Services.*
  - 5. *Audits for Voluntary Health and Welfare Organizations* (AICPA Audit Guide)
  - 6. *Audits of Certain Nonprofit Organizations* (AICPA Audit Guide)
- H. The individual signing certifies that if selected a proof of Level II Background Checks must be provided for all staff working on this agreement.
- I. The individual signing certifies that the Offeror, and any individuals to be assigned to the audits, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal state or local government. (If the offeror or any individual to be assigned to the audits has been found in violation of any state of AICPA professional standards, this information must be disclosed.)

The individual signing certifies that he/she has read and understands all of the information in this Request for Qualifications, including information on the programs/grants/contracts to be audited.

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**Name and Title**

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**Date**

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**Signature**

## **ATTACHMENT B**

### *Assurances and Certifications*

#### **1. Assurances**

- a. The Offeror assures that all activities under this Contract shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, the Workforce Innovation Act of 2000 rules and regulations, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder; all applicable Federal, State and local laws, regulations, directives, policies and instructions as they pertain to this Contract which are in effect at the inception of this Contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under the Welfare Transition Program are considered to be programs and activities receiving federal financial assistance.
- b. The Offeror will comply with the Americans with Disabilities Act, (42 U.S.C., 12101 et. seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services and in telecommunications.
- c. The Offeror will comply, as applicable, with the provisions of the Davis-Bacon Act as amended (40 U.S.C. 3141-3148) and as supplemented by Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 3145) as supplemented by DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction sub-agreements.
- d. When applicable, if this Contract is in excess of \$150,000, the Offeror shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any violation of these Acts should be reported to CSGC and the Regional Office of the Environmental Protection Agency (EPA).
- e. The Offeror understands it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (Sarbanes Oxley, Section 1107, Section 1513 of Title 18, USC). In addition, it is a crime to alter, cover up or falsify, or destroy any document that may be relevant to any official investigation (Sarbanes Oxley, Section 1102, Section 1512 of Title 18, USC).
- f. ETA Salary Limitation Certification and Sworn Statement Pursuant to Public Law 109-149 Section 101 & 2 CFR 200. The Offeror certifies that it is in compliance with Public Law 109-234 and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training” that are available for expenditures on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
- g. The Offeror shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- h. Under the Resource Conservation and Recovery Act (Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA guidelines.
- i. The Offeror will retain records as required and will give CSGC, 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 this Contract and will establish a proper accounting system in accordance with generally accepted accounting standards or CSGC directives.
- j. If the Contract contains federal funds and the Offeror provides services to children up to age 18, the Offeror shall comply with the Pro-Children Act of 1994 (20 USC 6081). The Offeror shall immediately report

knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Offeror and its employees.

- k. The Offeror and any of its subcontractors shall comply with applicable Federal, State and local Child Labor Laws.
- l. Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- m. Contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 and 3708, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Offeror 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.
- n. The Offeror agrees to comply with OMB Circular 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- o. The Offeror will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing these programs.

## **2. Certification Regarding Debarment, Suspension And Other Responsibility Matters**

When applicable, as required by the regulation implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR 180.220, the Offeror must not be presently nor previously within a three-year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

By signing these Assurances, the Offeror 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 Federal department or agency;
- 2) Have not within a three year period preceding this Contract been convicted or had a civil judgment rendered against it 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 the previous paragraph; and
- 4) Have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

## **3. Certification Regarding Lobbying**

The Offeror certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, 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 contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative contract.
- b. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. This Certification is a prerequisite for making or entering into this Contract imposed by the Byrd Anti-Lobbying Act (Section 1352, Title 31, U.S.C.). Any person or organization that fails to sign 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.

#### **4. Certification Regarding Drug-Free Workplace Requirements**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F, the Offeror attests and certifies that it will provide a drug-free workplace by the following actions.

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The policy of maintaining a drug-free workplace.
  - 3) Any available drug counseling, rehabilitation and employee assistance programs.
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph a.
- d. Notify the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement, and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  - 3) Notify the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Offeror will provide such notice of convicted employees, including position and title, to the Board's Administrative Entity on whose activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
  - 4) Take 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.
- e. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
- f. Require 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.
- g. Make a good faith effort to continue to maintain a drug- free workplace through implementation of this entire certification.

#### **5. Certification Regarding Nondiscrimination and Equal Opportunity**

The Offeror agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including Public Law 97-300; Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the



Nontraditional Employment for Women Act of 1991; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the American with Disabilities Act of 1990, and the Florida Human Rights Act of 1977. The Offeror further agrees that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status (except as otherwise permitted under Title IX of the Education Amendments of 1972), political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, from any program or activity funded in whole or in part with funds made available through CareerSource Gulf Coast. It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. It is further agreed that the grievance and complaint procedures submitted by the grant recipient and approved by the Office of Civil Rights will be adhered to.

Programs funded through CareerSource Gulf Coast are equal opportunity programs and the Offeror shall assure that all programs and activities conducted under this Agreement are accessible to individuals with disabilities. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed and retained on file, and a copy provided to the CareerSource Gulf Coast Equal Opportunity Officer. Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide interpreters and sign language assistance when necessary, and assuring that adequate staff or other sources are available to adequately communicate with non-English speaking applicants and/or participants.

CareerSource Gulf Coast has established and maintains procedures to informally resolve grievances or complaints from, and provide counseling to participants in programs operated under this Agreement. A representative of the Offeror will be required to inform program participants of such procedures and their right to file with the appropriate local, State, or National entity a complaint if the matter is not resolved through informal procedures. The Offeror agrees to require that each participant read and understand their rights and responsibilities as enumerated in the Notice of Nondiscrimination and Complaint and Grievance Procedures Form.

Sub-recipients shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding or investigation under or related to the Act, or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or privileges secured by 29 CFR Part 34.

## **6. Certification Regarding Public Entity Crimes**

Offeror understands that they must comply with Section 287.133(3)(A), Florida Statutes on Public Entity Crimes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, FS, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Offeror understands that if there is a change in this information, the Offeror is required to inform CSGC immediately.

## **7. Modification, Amendment, Termination of Contract**

- A. The Offeror understands that any Contract awarded cannot be modified, amended, canceled, extended, or assigned orally without the express written consent of the CSGC board or Executive Director of CSGC. All modifications, amendments, cancellations, extensions, or assignments must be reduced to writing and incorporated into an amendment hereto.
- B. The Offeror understands that any Contract awarded is subject to termination by CSGC on thirty (30) days advance notice to the Offeror at its address as hereinabove specified.

- C. Termination for Lack of Funds: In the event funds to finance this Contract are reduced, suspended, or terminated in whole or in part, the obligation of each party hereunder may be terminated upon no less than twenty-four hours' notice in writing by CSGC to the Offeror.
- D. Termination for Breach: The Offeror understands that either party may terminate a Contract awarded when it has determined that the other party has failed to provide any of the services specified herein in a timely or proper fashion, or has violated any stipulations of this Contract. If the Contracted agency fails to perform, in whole or in part, or to make sufficient progress so as to endanger performance, CSGC will notify the Contractor of such unsatisfactory performance in writing. The Contractor will then have thirty (30) working days from receipt of notice in which to respond with a plan agreeable to CSGC to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSGC will serve a termination notice that shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSGC shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSGC within thirty (30) days of the termination date.

The Offeror understands that it shall give CSGC written notice of any perceived breach and it shall give CSGC thirty (30) working days to cure any perceived breach under this Contract.

- E. Termination for Convenience: The Offeror understands that performance under a Contract awarded may be terminated by either party for convenience when it is in their best interest. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective ninety (90) days after the notice is issued and the Offeror has ninety (90) days after the effective date to bill for payment. The Offeror shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
- F. Termination (Other): The Offeror understands that unearned payment under a Contract awarded may be suspended or the Contract terminated upon the refusal by the Contractor to accept or comply with any conditions that may be imposed by the United States Department of Labor, the Department of Economic Opportunity, CareerSource Florida, the Governor or CSGC at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the Contract.

A Contract awarded shall be interpreted under the laws of the State of Florida.

By the signature on this page, the Offeror certifies that it has read and understands all of these Assurances and Certifications and agrees to the information contained herein.

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**Name and Title**

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**Date**

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**Signature**