

CareerSource Florida, Inc.
Request for Proposals
for
Audit and Tax Services
PLEASE DIRECT INQUIRIES TO:
Quartil Robinson,
Contracts and Procurement Manager
contracts@careersourceflorida.com

I. TIMETABLE

Date	Time	Event
Friday, February 14, 2025	2:00 pm	Request for Proposals Released
Friday, February 21, 2025	3:00 pm	Questions due to CSF (via email – contracts@careersourceflorida.com)
Friday, February 28, 2025	5:00 pm	CSF responds to questions (anticipated)
Friday, March 7, 2025	3:00 pm	Proposals due to CSF
Monday, March 10 thru Friday, March 21, 2025		Evaluation Team conducts proposal reviews
Friday, March 21, 2025	5:00 pm	CSF selects Contractor (anticipated)
Monday, March 31, 2025	5:00 pm	Anticipated Contract start date
Between June 10 th and September 1 st		Conduct Fieldwork
September 15 th		Submit Audit reports to CSF
Per IRS filing deadlines, including extensions		Submit tax return to CSF

- A. Deadline for Proposal Submission:** Proposals and accompanying documentation are due by Friday, March 7, 2025 by 3:00pm EST. Proposals received after the deadline will not be considered.
- B. Method for Submitting Proposals:** Complete the [submission form](#) and attach accompanying documents.
- C. Contract Term:** The contract term – including optional renewals – will not extend beyond May 31, 2030.
- D. Fieldwork:** Proposing Contractors will be expected to conduct fieldwork between June 10th and September 1st but must begin fieldwork no later than the first week of August of the respective Fiscal Year (FY).

- E. Delivery Schedule:** The audit reports and audited financial statements, including the management letter, shall be completed each year no later than September 15th. The proceeding deadlines are subject to change upon agreement of both the proposer and CSF; however, under no circumstances will audit deadlines extend beyond the submission deadlines in Florida statutes. CSF retains sole discretion to reject deliverables that contain material deficiencies. Failure by the Contractor to submit acceptable deliverables by the dates agreed upon in the Contract will result in the application of financial consequences. In order for a deliverable to be considered timely, Contractor must submit a deliverable by the agreed-upon due date and that deliverable must be deemed acceptable by CSF.
- F. Right to Reject:** CareerSource Florida reserves the right to reject all proposals received in response to this RFP in the event funding becomes unavailable or other unforeseeable circumstances occur. A contract for the accepted proposal will be based upon the factors described in this RFP and may include any or all parts of the proposal.
- G. Fees:** Proposing Contractors shall include the maximum fee for the audit and the maximum fee for the preparation of IRS Form 990. A schedule of rates and hours for staff assigned to the audit and IRS Form 990 preparation shall be included along with any additional costs associated.
- H. Contract and Payment Terms:** Upon selection of a qualified Contractor, contract terms will be negotiated and will reflect payment for services and deliverables on a reimbursement basis only. Progress billing will be permitted on a percentage of completion basis and may be rendered during the engagement.
- I. Notification of Award:** A decision selecting the successful bidder is scheduled to be made within four (4) weeks of the closing date for the receipt of proposals. Interviews with prospective Contractors will take place during this two-week period if needed. Upon conclusion of final negotiations with the successful bidder(s), all offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the decision.
- J. Availability of Prior Reports:** Interested proposers can access prior audit reports online at www.careersourceflorida.com or contact contracts@careersourceflorida.com

Please do not contact CareerSource Florida to check on the status of proposals.

II. PURPOSE

CareerSource Florida, Inc. is requesting proposals from qualified Certified Public Accounting (“CPA”) Contractors for auditing and tax services (Form 990) for the fiscal year ending June 30, 2025, with annual renewal options for four (4) years. Responses shall, at a minimum, meet the specifications contained in this RFP.

The Contractor selected will be licensed as a Florida Certified Public Accounting Contractor and will have experience in nonprofit auditing, accounting, and tax preparation/compliance.

Auditing services are to be performed in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and the guidelines established by the U.S. Department of Labor, and any other specifications as may be necessary.

III. BACKGROUND

CSF is a not-for-profit corporation created under Chapter 445, Florida Statutes to provide policy direction and general oversight for the state's workforce development system delivered through 21 regional workforce development boards throughout Florida.

CSF is organized under the laws of the state of Florida and has been determined exempt by the Internal Revenue Service ("IRS") under the provisions of Section 501(c)(3) of IRS Code.

Administratively housed within the Florida Department of Commerce ("Department"), CSF is governed by a board of directors and operates in compliance with Chapter 617, Florida Statutes pursuant to an agreement with the Department. CSF is considered a blended component unit of the state of Florida and as such is included in the state of Florida's financial statements.

CSF is staffed by 24 full-time positions and supplements the accounting and finance function of the organization through contracted service of an independent CPA Contractor. Services provided under this engagement include preparation of monthly internal financial statements as well as much of the traditional oversight and maintenance of the day-to-day accounting/finance function within CSF. In addition, CSF outsources its human resource and payroll functions to a separate, independent consulting group, to include all payroll, benefit and risk management functions (including all compliance and tax reporting).

A. Financial

Operating as a "subrecipient" through the Department, CSF receives an annual appropriation from the state of Florida, which historically constitutes approximately ninety-nine percent of revenues, with the remaining revenue generated primarily through sponsorships, other state of Florida grants, corporate contributions, and private revenue sources. For the fiscal year ending June 30, 2024, the total allocation of funding to CSF through the Department was \$20.6 million, with most of these funds being related to federal programs. This allocation amount of \$20.6 million has been level for the past several years. CSF utilizes Sage Intacct software platform for general ledger and accounting management.

IV. PROPOSAL FORMAT

For a proposal to receive consideration, the application included in this packet must be answered completely. Proposers should take care in following the format of the proposal. Use narrative and/or include attachments where requested. Adherence to this format is essential because evaluation criteria are based on the structure of the RFP. Failure to follow the requested format could result in the disqualification of your proposal. Proposals should be prepared as simply as possible and provide a concise description of the bidder's capabilities to produce deliverables. The proposal should be no longer than 25 pages total and include the following:

1. Cover page
2. Executive summary
3. Past performance and experience
4. Description of deliverables
5. Staff with related experience
6. Timeline
7. Total cost

Proposals should include a statement that all intellectual property rights will be owned by CareerSource Florida and that other work may be added to the contract upon a mutually signed agreement. Proposals should also include a commitment to open and timely communication with CareerSource Florida regarding delivery dates, engagement start dates, and contingency plans should issues arise that may delay delivery dates.

All proposals to this RFP should also include itemized pricing (the hourly rates for each) for the above work as well as bundled pricing options that could provide any cost savings. Responses should be organized by main topic area listed above. If the proposal does not include the above noted statements and pricing structure breakdown, the proposal may be disqualified from the bidding process.

V. PROPOSAL REVIEW PROCESS

The proposal is a preliminary mechanism used to determine the suitability of a service provider for engagement and funding of the service requested under this RFP. The review process involves:

A. Preliminary Screening:

1. To be considered for selection, proposers must complete the entire proposal. Based on responses, an evaluation team will determine whether further consideration of the proposal is warranted.

B. Follow-up/Fact-Finding Documentation:

1. Upon CSF's screening of the completed proposal, proposers may be asked to submit additional information or details to the evaluation team.

2. You may be asked to provide a presentation or demonstration of your organization's abilities to successfully fulfill the proposal requirements.

C. Evaluation Process:

1. Proposals will be scored by an evaluation committee using a predetermined scoring matrix. Contractors with the top proposals may be asked to participate in an interview or to provide further information or clarification before final selection.

VI. PROPOSAL CONTENT AND EVALUATION

Based on information submitted, proposals will be rated in the following manner:

- A. Past performance and experience: 15 points maximum
- B. Description of deliverables: 15 points maximum
- C. Staffing: 25 points maximum
- D. Timeline: 20 points maximum
- E. Total Cost: 25 points maximum

VII. DESCRIPTION OF REQUIRED SERVICES

The following list represents the core services that CSF desires to obtain from the selected proposer. While these services are required under the RFP, the proposer may propose additional services as separate line items in their response.

1. Contractor will conduct an independent, organization-wide financial and compliance audit and submit a comprehensive audit report for each year of the contract.
2. Audits must examine the status of compliance with state and federal laws governing structure, functions and mission of local workforce boards, and report any material non-compliance.
3. Contractor will conduct all audits in accordance with generally accepted auditing standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. In addition, the audits are to be performed in accordance with Uniform Guidance, 2 CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, along with all regulations, policies and rules related to the applicable funding sources as issued by the U.S. Department of Labor, Florida Department of Children and Families, CareerSource Florida Inc., and the Florida Department of Commerce.
4. Each audit must comply with the Florida Single Audit Act, section 215.97, Florida Statutes and Chapter 10.650, Florida Rules of the Auditor General.

5. Each audit will include the independent auditor's report on the financial statements, including balance sheet; related statements of revenues, expenses, and changes in fund balances; statements of functional expenses; and the notes to the financial statements. Contractor will also provide a report on the Schedule of Federal Awards and State Financial Assistance will also be provided.
6. During the audit fieldwork, Contractor will communicate with CSF CFO and Accounting Director continuously with updates on activities and concerns. Should issues be discovered, the CSF President and CEO will determine whether to take appropriate corrective action at that time.
7. In addition to meeting with the respective staff in preparing and reviewing the audit report and audited financial statements, Contractor will provide an audit presentation to the CSF Finance Committee. Contractor may also be required to make a presentation to the full CSF Board of Directors upon request.
8. Contractor will prepare a Management Letter for findings and observations not included in each audit report.
9. Contractor will prepare and file IRS Form 990 by IRS deadlines.

VIII. ASSISTANCE PROVIDED TO THE AUDITOR

The CFO and the Accounting Director will be available during the audit to assist the Contractor by providing information, documentation, and explanations. CSF anticipates most audit functions will be handled virtually; however, access to office space, conference rooms, telephones, and copiers/printers will be provided to the Contractor as needed.

Report preparation, editing, and printing shall be the responsibility of the auditor.

IX. Expectations, Deliverables, Tasks, Performance Measures and Financial Consequences

A. The Contractor is expected to support meetings in the following fashion:

Meeting Type	Expectation
Fieldwork	In-person / On-site or Virtual
Audit / Presentations	In-person / On-site or Virtual
990 Tax Reporting	In-person / On-site or Virtual

B. Contractor agrees to perform the following:

Deliverable No. 1 – Conduct Fieldwork		
Description/Tasks	Performance Measures	Financial Consequences
A. Conduct fieldwork for financial and compliance audit.	A. The Contractor will complete fieldwork between June 10 th and September 1 st	A. Failure to complete fieldwork between June 10 th and September 1 st will result in a 10% reduction of the deliverable cost each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 1A - \$Cost		
B. Meet with appropriate CSF staff in preparing and reviewing the audit report.	B. The Contractor will meet with CSF staff no later than September 15 th and present preliminary audit findings.	B. Failure to meet with CSF Staff and present audit findings by September 15 th will result in a 5% reduction of the deliverable cost. each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 1B - \$Cost		
Deliverable 1 Total - \$Cost		
Deliverable No. 2 – Deliver Audit Report		
Description/Tasks	Performance Measures	Financial Consequences
A. The Contractor will conduct an annual audit for the fiscal year ending June 30 th for all financial	A. Annual Audit report must be completed and delivered to CSF no later than September 15 th .	A. Failure to conduct annual audit by September 15 th will result in a 10% reduction of the deliverable cost each calendar day beyond

operations.		the due date. Reduction shall be made from the deliverable payment.
Deliverable 2A - \$Cost		
B. The Contractor will prepare a Management Letter for findings and observations not included in the audit report.	B. The Contractor will prepare a Management Letter for findings on or by September 15 th .	B. Failure to prepare a Management Letter on or by September 15 th will result in a 5% reduction of the deliverable cost. Reduction shall be made from the deliverable payment.
Deliverable 2B - \$Cost		
C. Present final audit to CSF Finance Committee and/or Board of Directors.	C. The Contractor will present final audit findings to CSF Finance Committee and/or Board of Directors no later than December 31 st .	C. Failure to present final audit findings to the CSF Finance Committee and/or Board of Directors by December 31 st will result in a 5% reduction of the deliverable cost for each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 2C - \$Cost		
Deliverable 2 Total - \$Cost		
Deliverable No. 3 – Deliver 990 Tax Report		
Description/Tasks	Performance Measures	Description/Tasks
A. The Contractor will prepare the IRS Form 990.	A. Prepare Form 990 by 15 January.	A. Failure to prepare the IRS Form 990 by 15 January will result in a 10% reduction of the deliverable cost for each calendar day beyond the due date. Reduction shall

		be made from the deliverable payment.
Deliverable 3A - \$Cost		
B. The Contractor file the IRS Form 990 by IRS deadline.	B. File Form 990 by the IRS deadline.	B. Failure to file by the IRS deadline, but no later than May 15 th will result in a 5% reduction of the deliverable cost for each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 3B - \$Cost		
Deliverable 3 Total - \$Cost		
Contract Allocated Amount:		

X. Contractor Professional Qualifications

Qualified Contractors considered for evaluation will be licensed to practice public accounting within the state of Florida and will be a member in good standing of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. In addition, the selected Contractor will have a minimum of five (5) years of recent continuous experience providing audit and accounting services to not-for-profit/ and/or governmental organizations.

Additional information required for consideration under this RFP includes:

A. Auditing Experience

Describe auditing experience/engagements, including the names, addresses, contact persons, and telephone numbers of similar organizations audited. Experience should include the following categories:

1. Experience auditing Workforce Innovation & Opportunity Act (WIOA), Welfare Transition Program (WTP), and Wagner-Peyser programs.
2. Experience auditing programs funded by the Federal Government.
3. Experience auditing county or local government units.
4. Experience auditing nonprofit organizations.
5. Experience preparing IRS form 990.

B. Organization, Size, and Structure

Provide a brief description of the Contractor including the number of full-time staff, the number of CPAs, office locations, and entity structure. Indicate whether the Contractor is compliant with the registration, licensure, and permitting required to practice as a public accounting Contractor in the state of Florida. Please provide the total number of audit engagements entered into during the calendar year ended December 31, 2024, and provide a copy of the Contractor's most recent Peer Review.

C. Scheduling and Staffing

Identify the engagement team who would be assigned to perform this audit and include a resume for each team member to include education, position in Contractor, years and types of experience, and any additional qualifications/training applicable to this engagement. Indicate the engagement partner and hierarchy of the engagement team. Indicate the expected timing and completion of the audit and the expected delivery date of the draft and final audit reports.

D. Understanding of Engagement

Provide information regarding your understanding of the work to be performed and indicate the time estimates for each area of audit, including but not limited to systems and internal control documentation, tests of transactions, audit report generation, and preparation of Form 990.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Staffing

The Contractor shall ensure all staff is qualified to deliver services under the terms and conditions of this RFP. Qualifications must include not only appropriate educational background based upon job duties, but experience in similar or like employment. Staff qualifications must be in writing for all team members for each year this contract remains in effect. Submission of this information is required prior to CSF executing any contracts for the services described.

The Contractor shall notify the Contracts and Procurement Manager as soon as possible, but no later than 10 calendar days, of any changes in the staff assigned to this engagement. Such notification shall be in writing and shall include information related to replacement staff assigned to this engagement. Failure to comply with the requirements of this section will activate the contract termination provisions.

B. Subcontractors

Proposed use of subcontractors must be included in the Respondent's reply. The Contractor is responsible for ensuring subcontractors performing any of the work tasks described herein comply with the requirements.

The Contractor will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor shall not enter any subcontracts for the delivery of any services described in this contract without the prior written approval of CSF. Proposed use of subcontractors must be included in the Respondent's reply. Requests for use of subcontractors received after the RFP process are subject to review and approval by CSF based on the terms described herein.

It is the intent of CSF to maintain the quality standards applicable for all engagement team members. The Contractor, as the prime service provider, retains sole responsibility for the qualifications of all team members.

C. Records and Retention

In all cases, the Contractor shall maintain accurate and current records related to the provision of services under this Contract as agreed upon in the terms of this engagement.

The Contractor shall maintain all documentation for a minimum of five (5) years, in accordance with federal and state guidelines. CSF reserves the right to request at any time that supporting documentation be submitted (in electronic or hard copy format) or made available for examination by authorized representatives. All records, documentation and work product of the Contractor shall be the property of CSF upon termination of the Contract.

D. Confidentiality and Safeguarding Information

CSF and all selected Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract. The Contractor and all team members must sign and return to CSF a confidentiality statement, which will be provided by CSF upon awarding the services described in this RFP.

E. Compliance with Laws

The selected Contractor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, national origin, disability, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

F. Convicted Contractors

A person or affiliate placed on the convicted contractor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

G. Discriminatory Contractors

An entity or affiliate placed on the discriminatory contractor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory contractor list.

H. Disputes

Decisions by CSF regarding the selected contractor are final. Any party potentially adversely affected by the intended decision made by CSF to award a contract or to reject all proposals must submit such dispute in writing, signed by the official who signed the original proposal and must state the specificity of the nature of the dispute and the requested disposition. Questions to the Director of Contracts or any other CSF employee shall not constitute such dispute in writing. The President and Chief Executive Officer, Chief Operating Officer (COO), and Chief Financial Officer of CSF will determine if the written dispute meets the criterion of specificity. Their determination will be final, and any dispute that does not meet this requirement may be dismissed without further consideration.

Such disputes must be received by the Chief Operating Officer or Financial Officer of CSF, no later than close of business (5:00 PM, Eastern), five (5) working days from the date of issuance of the notice of award.

“Working days” means Monday through Friday, excluding official CSF holidays. Parties filing a written dispute are required to ensure timely delivery. Disputes that have the appropriate signature and meet all other requirements stated herein may be accepted via email contracts@careersourceflorida.com. Any dispute not received in this manner within this specified period will be rejected without further consideration.

Within five (5) working days after the receipt of any such valid dispute, the Chief Executive Officer of CSF will issue a final decision regarding the dispute notifying the party that filed the dispute and a member of the CSF Executive Committee.

Nothing in the dispute process is intended to imply, nor should it be construed to mean such filing of a dispute places any constraint on the ability of CSF to proceed with its disputed procurement action, either in whole or in part.

XII. Contractor's Representation and Authorization

In submitting a proposal, each Contractor understands, represents, and acknowledges the following (If the Contractor cannot certify to any of the following, the Contractor shall submit with its proposal a written explanation of why it cannot do so):

1. To the best of the knowledge of the person signing the proposal, the Contractor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
2. To the best of the knowledge of the person signing the proposal, the Contractor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
3. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive proposal.
4. The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor or potential Contractor; neither the prices nor amounts, actual or approximate, have been disclosed to any Contractor or potential Contractor, and they will not be disclosed before the opening of the proposals.
5. The Contractor has fully informed CSF in writing of all convictions of the Contractor, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the Contractor and its affiliates for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employment of another company.

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6. Neither the Contractor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of Federal funds:
 - a. Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; 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; or
 - b. Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
7. If an award is made to the Contractor, the Contractor agrees that it intends to be legally bound to the Contract that is formed with CSF.
8. The Contractor shall indemnify, defend, and hold harmless CSF and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Contractor's preparation of its proposal.
9. All information provided by, and representations made by, the Contractor are material and important and will be relied upon by CSF in awarding the Contract.

XIII. Contract Period

This solicitation will result in a fixed price contract with the original contract period beginning upon execution of the Contract. The original term of this contract shall be for one audit and tax cycle (approximately one year, June 2025 to May 2026). All prices shall be Contractor for the term of this Contract.

XIV. Licenses, Permits and Taxes

The Contractor awarded a contract pursuant to this RFP shall pay for and obtain all licenses, permits, taxes, or other fees required for this engagement. In addition, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified all at no additional cost to CSF.

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XV. Liquidated Damages for Failure to Complete Engagement on Time

Failure to complete the engagement in accordance with instructions herein will result in substantial injury to CSF and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the engagement is not completed by contract completion date, the Contractor shall pay to CSF liquidated damages for such delays.

This provision for liquidated damages for delay shall in no manner affect CSF's right to terminate the Contract as provided elsewhere in the Contract Documents. CSF's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages.

XVI. PUBLIC RECORDS

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

XVII. COST OF PREPARATION OF CONTRACTOR REPLY

CSF is not liable for any costs incurred by the contractor in responding to this RFP.

XVIII. DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS

- A.** Commencing after the effective date of any contract resulting from this RFP, the contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration, or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to CSF's Chief Financial Officer within 15 calendar days of occurrence.
- B.** This duty of disclosure applies to the contractor's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the contractor's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

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- C. The successful contractor shall promptly notify CSF of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the contractor's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the Contractor's ability or willingness to perform the contract is jeopardized, the Contractor shall be required to provide CSF all reasonable assurances requested by CSF to demonstrate that:
1. The Contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
 2. The Contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CSF which is similar in nature to the conduct alleged in such proceeding.

XIX. EVALUATION

A. Evaluation Team

An Evaluation Team may convene, review and discuss all proposals submitted. The Evaluation Team will also:

1. Assigns points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria;
2. Reserves the right to interview any or all proposers;
3. Reserves the right to further negotiate terms and conditions, including price with the highest ranked proposer. If the Evaluation Team cannot reach a mutually beneficial agreement with the first selected proposer, the Team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
4. Will recommend to CSF the award or rejection of any and/or proposals(s).
5. CSF reserves the right to accept or reject any or all proposals and reserves the right to:
 - a. Waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals;
 - b. Require proposer(s), before awarding the contract, to submit evidence of qualifications or any other information CSF may deem necessary;

- c. Cancel the RFP or portions thereof, without penalty;
- d. Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of CSF;
- e. Reject any and/or all items proposed;
- f. Rank the proposal with the highest number of points first; however, nothing herein will prevent CSF from making multiple awards and deeming all proposals responsive and assign work to any Contractor deemed responsive.

XX. SELECTION

The proposals will be evaluated and awarded to the Respondent(s) whose proposal submittals have been determined to meet the minimum requirements of this RFP and provide the best value to CSF and the State of Florida. "Best value," as defined in Section 287.012(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design and workmanship. CSF reserves the right to award any or all parts of the solicitation to a single or to multiple Contractors.

XXI. IDENTICAL TIE RESPONSES

In accordance with Section 287.087, if two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractor(s) must complete the Drug Free Workplace form provided (Attachment 8) and return it with their response. In the event that all tied respondents submitted the Drug Free Workplace Certification, award shall be determined by using 60A-1.011 F.A.C. Identical Evaluations of Responses.

XXII. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

CSF is committed to fulfilling its public records responsibilities in accordance with Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution. Any content asserted to be exempt from disclosure under Chapter 119 shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of the bid will not affect this right. CSF will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(f), Florida Statutes, or Section 688.002(4), Florida Statutes, where identified as such in the reply, to the extent permitted under Section 815.045 and Chapter 119, Florida Statutes. Any prospective bidder acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and it is hereby agreed by the bidder that no remedy for damages may arise from any disclosure by CSF.

If the Respondent considers any portion of the documents, data or other information submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the respondent must also simultaneously provide CSF with a separate Redacted copy of its response. This Redacted copy shall contain CSF's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall highlight any material considered to be confidential, proprietary, or trade secret by the respondent. The Redacted Copy shall be provided to CSF at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions, which are claimed confidential, proprietary, or trade secret. Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.

Respondent shall protect, defend, and indemnify CSF for defending any and all claims, demands, liabilities, and suits of any nature made against CSF regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

Notwithstanding compliance with the first paragraph, if respondent fails to submit a Redacted Copy with its response, CSF may produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

XXIII. AGREEMENT

After notification of selection, the Contractor shall complete a proposed engagement letter setting forth the terms and conditions of the services to be provided which shall be agreed upon by both the Contractor and CSF.

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XXIV. CSF CONTINGENCY DISCLOSURE

CSF is a not-for-profit corporation as defined by Chapter 445.004, Florida Statutes. CSF currently follows GASB Statements/Pronouncements for its financial reporting and accounting and has done so since its formation in 2000. CSF complies with accounting principles generally accepted in the United States of America (GAAP). CSF is accounted for as a proprietary type enterprise fund. Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of GASB.

If CSF were to change its reporting format, it would not expect the scope of its audit to significantly change from what is currently done, nor would it expect to change any of its accounting practices or policies. The proposer(s) on this RFP would be expected to perform all services outlined herein regardless of what CSF's reporting format is.

A. LEGAL REQUIREMENTS

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

XXV. SUMMARY OF PROPOSAL TABULATION

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