

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of June 13, 2023 (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and MSL, P.A., Orlando, FL ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 23-0125-RFP – F/IF ("RFP") for Auditing services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information, any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Clerk of the Circuit Court and Comptroller, Finance Division, Chief Deputy Director.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and continue until completion of audits and all reporting requiring auditor participation for five (5) fiscal years, through fiscal year ending September 30, 2027.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to the Agreement as provided herein.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee

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paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

Spending Cap and Payment Structure - The County agrees to pay the Contractor the total not-to-exceed sum of \$2,059,817.00, for Services completed and accepted herein if applicable, payable at the hourly rates and annual amounts set out in Exhibit C attached hereto, upon submittal of an invoice as required herein. Annual amounts and optional services will be authorized by an engagement letter signed by the County and Contractor. All engagement letters are governed by and subject to the terms and Conditions contained within this Agreement.

B. Price Adjustments: On June 1st, of each year, after year one, the not to exceed sum will be adjusted annually (increase/decrease) for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUROOOSAO, Not Seasonally Adjusted, U.S. city average, Item: All Items, Base `Period: 1982-84=100 for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision in writing. For any adjustment to commence annually, the vendor's request for adjustment must be submitted between 90 and 120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is timely received from the vendor, the vendor will be deemed to have agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period shall not be considered.

C. Term Extension Price Adjustment: Term extensions will allow for annual price adjustments (Decrease/Increase), with increases limited to an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval in writing.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment must be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the vendor will be deemed to have agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period will not be considered

- D. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- E. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.
- F. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked by entity for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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7. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
- i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

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3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a “County Event of Default” hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

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- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

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13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

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- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Clerk of the Circuit Court and Comptroller, Finance Division, Chief Deputy Director, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to MSL, P.A.. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

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22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified, or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Jeanette Phillips

Chief Deputy Director, Finance Division

Office of Ken Burke, Clerk of the Circuit Court

And Comptroller

14 S. Ft. Harrison Avenue, 3rd Floor

Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: William Blend, CPA, CFE

MSL, P.A.

255 South Orange Avenue, Suite 600

Orlando, FL 32801

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs,

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the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

MSL, P.A.

By: *Janet C. Long*
Signature

By: William Blend
Digitally signed by William Blend
Date: 2023.05.11 09:08:22 -04'00'

Janet C. Long
Print Name

William Blend
Signature

Chair
Title

Shareholder
Title

June 13, 2023.
Date

05/11/2023
Date

ATTEST:
KEN BURKE



Dee Lynn Lewis
Deputy Clerk

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

We have reviewed the County's RFP, including the scope of services, in preparing our proposed audit plan. As part of our preparation, we have reviewed source documents, such as: the County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

We believe that our audit approach is a positive approach, which maximizes the efficiency and effectiveness of the audit. Our audit programs are "tailor-made" for each engagement to enhance our ability to provide quality professional services and to produce results that are qualitative in nature. Our specific audit procedures are principally oriented toward determining the efficacy of the intended internal controls, ascertaining whether they are actually functioning as planned, and testing the final accounting results to determine that they are, in fact, sufficiently reliable and accurate to support the expression of a favorable audit opinion.

Based on our review of your RFP, this engagement will include a financial audit of the County's funds, as well as other work described under Section E - *Scope of Work* of the RFP. This engagement will also include all the applicable reports, as noted in that section, and will be in compliance with the standards listed below:

- Generally accepted auditing standards, as set forth by the American Institute of Certified Public Accountants;
 - *Government Auditing Standards* issued by the Comptroller General of the United States;
 - The provisions of the Federal Single Act, as amended;
 - The provisions of the Florida Single Act, as amended;
 - Office of Management and Budget (OMB), 2CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Super Circular"), as amended;
 - Florida Statutes, Section 11.45, and/or other applicable Statutes, as amended;
 - Regulations of the Florida Department of Banking and Finance;
 - Section 218.39, Florida Statutes, and Chapter 10.550, Rules of the Auditor General of the State of Florida;
 - Auditing standards and procedures recommended in the AICPA's *Industry Audit and Accounting Guide Audits of State and Local Governments*, as amended, and
 - Any other applicable federal, state, and local laws or regulations.

The scope of our audit is directed primarily towards the expression of an opinion on the County's basic financial statements. If it becomes evident that an unmodified opinion cannot be rendered on your financial statements, you will be promptly notified of the circumstances surrounding our findings. If, for any reason, we are unable to complete the audit or determine that we are unable to express an opinion, we will decline to express an opinion or may not issue a report as a result of the engagement, as would be required under the applicable professional standards.

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Background Information

The tabulation of the separate approximate unaudited County payrolls (excluding benefits), employees and departments for the fiscal year ended September 30, 2022, is as follows:

<u>Constitutional Agencies</u>	<u>Payrolls</u> (In thousands)	<u>Number of</u> <u>Employees</u>	<u>Number of</u> <u>Departments</u>
Board of County Commissioners	\$50,944	2,200	30
Clerk of the Circuit Court	\$26,098	524	23
Tax Collector	\$13,346	285	13
Property Appraiser	\$7,709	129	4
Sheriff	\$196,676	2892	16
Supervisor of Elections	\$3,143	47	8

The accounting and financial reporting functions of the County are decentralized with each constitutional officer maintaining separate accounting systems and budgets.

More detailed information on the government and its finances can be found in the County's Budget and the Annual Comprehensive Financial Report (ACFR). This information can be found at the following URLs:

Budget: <http://www.pinellascounty.org/budget/default.htm>

ACFR: <https://www.mypinellasclerk.org/Home/Finance#60691-financial-reports>

The ACFRs available at the above link include Schedules of Expenditures of Federal Awards and State Financial Assistance (SEFA).

Additional budget information can be found at the following URL: <https://www.pinellascounty.org/budget/>

The special purpose financial statements of the Constitutional Officers can be found in the Annual Financial Report on the Clerk's website under the *Pinellas County Annual Financial Reports (AFR)* navigation link:

<https://www.mypinellasclerk.org/Home/Finance#60691-financial-reports>

The special purpose financial statements of the Community Redevelopment Agency and Pinellas County Construction Licensing Board (PCCLB) can be found on their respective websites:

<https://pinellas.gov/special-district/pinellas-county-community-redevelopment-agency/>

<https://www.pcclb.com/>

Fund Structure -

The County uses the following fund types in its financial reporting, excluding component units which are described in G. Reporting Entity:

<u>Fund Type/ Account Group</u>	<u>Number of Individual Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General Fund	1	1
Special revenue funds*	34	34
Debt service funds	0	0
Capital projects funds	1	1
Enterprise funds	4	4
Internal service funds	5	5
Fiduciary funds	4	N/A

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* Currently, all constitutional officers' general funds are reported as special revenue funds in the Annual Comprehensive Financial Report (ACFR). The Sheriff has 9 additional special revenue funds, which were combined with the Sheriff's general fund in the ACFR, and the Supervisor of Elections has 3 additional special revenue funds, which were combined with the Supervisor of Elections general fund in the ACFR.

Major funds presented in the ACFR are as follows:

Governmental funds: General Fund, Sheriff's Operations Fund, Capital Projects Fund, Emergency Medical Services Fund, and American Rescue Plan Act Fund

Enterprise Funds: Water System, Sewer System, and Solid Waste System

Budgetary Basis of Accounting -

The Board prepares, adopts, and administers its budgets in accordance with Chapters 129 and 200, Florida Statutes. The budgets of all governmental funds are accounted for on the modified accrual basis of accounting, which is consistent with generally accepted accounting principles. The budgets for proprietary funds are also accounted for on the modified accrual basis of accounting, which excludes depreciation expense and recognizes purchases of fixed assets and principal repayment of debt as expenditures among other differences. Consequently, proprietary fund budgets are not on a basis consistent with generally accepted accounting principles.

Federal and State Financial Assistance -

In assessing your experience in auditing similar programs of federal and state assistance applicable to County, please refer to the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA) in the ACFRs provided by the hyperlink in this RFP under Section E (Scope of Work) subsection B(B)(2). The programs indicated in the previous several years SEFA reports are generally representative of the continued expectation of federal and state assistance to be received by Pinellas County with the exception of the Coronavirus Relief Fund, which has concluded. Additionally, the County was awarded \$189 million of American Rescue Plan Act (ARPA) Funds which must be obligated by December 31, 2024 and spent by December 31, 2026.

Pension Plan -

The County participates in the Florida Retirement System (FRS), a defined benefit, cost-sharing multiple-employer public retirement system, which is controlled by the State legislature and administered by the State Division of Retirement. Plan contribution rates are determined by the State legislature. The plan covers approximately 671,000 full-time employees of various governmental units within the State. Substantially all full-time employees of the County are covered. Actuarial services for these plans are provided by the State of Florida. Effective July 1, 2011, employees participating in the plan are required to contribute 3 percent of their eligible earnings on a pre-tax basis to the plan.

Reporting Entity -

The County primary government includes the Board, Clerk of the Circuit Court and Comptroller, Tax Collector, Property Appraiser, Sheriff, and Supervisor of Elections and is defined for financial reporting purposes, in conformity with the GASB Statement 14 as amended by GASB Statement 39, 61 and 80. Accordingly, GASB Statement 14 requires the financial statements to include the primary government and its component units, entities for which the government is considered to be financially accountable.

Blended component units of the County include the following:

- Pinellas County Emergency Medical Services Authority
- Pinellas County Industrial Development Authority
- Pinellas County Community Redevelopment Agency

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Discretely Presented Component Units include the following:

- Pinellas County Planning Council
- Pinellas County Housing Finance Authority
- Pinellas County Educational Facilities Authority
- Pinellas County Health Facilities Authority
- Pinellas County Construction Licensing Board

The discretely presented component units are audited by other auditors, with the exception of the Educational Facilities Authority that had no financial activity, the Health Facilities Authority with total financial activity of less than \$50,000 for the last several years, and the Pinellas County Construction Licensing Board (PCCLB).

The discretely presented component units audited financial statements are to be submitted to the Board by January 31st following the fiscal year-end for incorporation and for inclusion in the County's Annual Comprehensive Financial Report. It is expected that the selected audit firm will rely on the reports of the other auditors with respect to those entities. Act Funds which must be obligated by December 31, 2024, and spent by December 31, 2026.

Computer Systems for Financial Reporting

Board of County Commissioner and Clerk of the Circuit Court and Comptroller

Hardware

<u>Type of Equipment</u>	<u>Number</u>	<u>Make of Equipment</u>	<u>Networked</u>
Servers	160	HP Proliant DL380 G6 with Red Hat Linux 5.9 operating system, database Oracle 11.2.0.0.1	Yes

Software

The Board and Clerk utilize the following applications from Oracle E-Business Suite, Public Sector, Release 12.2.10:

- | | |
|---|--|
| <ul style="list-style-type: none"> • General Ledger • Human Resources • Self Service Human Resources • Payroll • Advanced Benefits Purchasing iSupplier Time and Labor Learning Management | <ul style="list-style-type: none"> • Accounts Payable • iExpense • Accounts Receivable • Fixed Assets • Project Accounting/ Grants • Project Management • Cash Management • iProcurement |
|---|--|

The Board and Clerk utilize Questica for budget development.

The Board utilizes separate customer information system and accounts receivable systems for the Water and Sewer, Solid Waste and Emergency Medical Services operations as follows:

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Water and Sewer

Hardware

Type of Equipment	Number	Make of Equipment	Networked
Virtual Servers	8	Fujitsu PRIMERGY RX600 S5	Yes
Physical Servers	2	Fujitsu PRIMERGY RX600 S5	Yes

Software

Vendor	Major Applications
SAP/HANA	Vertex

Solid Waste

Software

Vendor	Major Applications
Paradigm Software	CompuWeigh Weighstation program CompuWeigh Accounts Receivable Module

Emergency Medical Services

Hardware

Type of Equipment	Number	Make of Equipment	Networked
Server	4	IBM	Yes
Personal Computers	41	HP	Yes

Software

Vendor	Major Applications
Zoll Data Systems	Ambulance Billing

The Clerk's Accounting Department

Hardware

Type of Equipment	Number	Make of Equipment	Networked
Virtual Servers	3	VMWare Virtual Machine	Yes
Physical Servers	4	CISCO UCSB-B200-M5 (Shared with other applications)	Yes
Backup Server	1	Exagrid EX2100E-SEC	Yes
Backup server	1	Windows VM running on Azure for offsite backup storage	Yes

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Software

Vendor	Major Applications
Tyler Technologies, other	Munis, Case Management and Recording Applications
Microsoft	Windows Server
Microsoft	SQL Server Including SSRS and SSIS
Veeam	Backup & Replication
Progress Software	Move-It Automation

Supervisor of Elections

Hardware

Type of Equipment	Number	Make of Equipment	Networked
File Server	1	HP Proliant DL 360 G7	Yes

Software

Vendor	Major Applications
Oracle	Human Resources\Self Service Human Resources\Payroll\ Advanced Benefits
QuickBooks	Financial Accounting

Tax Collector (Tag Agencies)

Software

Vendor	Major Applications
Supplied by State of Florida	"FRVIS" FDLIS and CAPTURE

Sheriff

Hardware

Type of Equipment	Number	Make of Equipment	Networked
CPU	1	IBM AS/400	Yes Windows NT 4.0
Database Server	1	Tegile (Virtual Machine)	Yes
Front End Server	1	Tegile (Virtual Machine)	Yes

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Software

Vendor	Major Applications
H.T.E., Inc.	Payroll, Personnel, Accounts Payable/Disbursements, Fleet Management, Work Orders /Facility Management Applicant Tracking
Harris-Innoprise	Payroll, Accounts Payable, Purchasing/Inventory Control & General Ledger, Fixed Assets, Accounts Receivable

The Sheriff's Office is part of the County's Wide Area Network. Connectivity is provided for all locations using a TCPIP Ethernet with internet/intranet capability delivered to the desktop.

Property Appraiser

Hardware

Type of Equipment	Number	Make of Equipment	Networked
Virtualized Database Server	1	HP DL380G8	Yes

Software

Vendor	Major Applications
Oracle.	Human Resources\Self Service Human Resources\Payroll\ Advanced Benefits
CYMA IV Accounting for Windows, Version 16	Financial Accounting

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Division of Inspector General (IG) Function

The IG, an internal audit and investigative function, which reports to the Clerk of the Circuit Court and Comptroller, has existed since 1983. The IG consists of thirteen team members including the Inspector General/Chief Audit Executive and Executive Assistant.

Staff qualifications of the IG are as follows:

Qualification	Number of Employees
Certified Public Accountant (CPA)	1
Certified Internal Auditor (CIA)	2
Certified Inspector General Auditor (CIGA)	10
Certified Information Technology Professional (CITP)	1
Certified In Risk Management Assurance (CRMA)	1
Certified Fraud Specialist (CFS)	5
Certified Inspector General Investigator (CIGI)	11
Certified Construction Auditor (CCA)	3
Certified Anti-Money Laundering Specialist (CAMS)	1
Certified in Risk and Information Systems Control (CRISC)	4
Certified Economic Crime Forensic Examiner (CECFE)	8
Certified Information Systems Auditor (CISA)	2
Certified Inspector General (CIG)	2
Certified Fraud Examiner (CFE)	3

Reports issued by the IG can be found at:

<https://www.mypinellasclerk.org/Home/Inspector-General#599115-ig-reports>

Availability of Prior Audit Reports

Interested firms who wish to review prior years' audit reports and management letters may visit the Clerk's website below:

<https://www.mypinellasclerk.org/Home/Finance#60691-financial-reports>

SCOPE OF WORK:

The Board desires the auditor to express an opinion on the fair presentation of its basic financial statements which comprise the financial statements of governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and the remaining fund information of the County in conformity with generally accepted accounting principles.

The auditor is not required to express an opinion on the combining and individual fund financial statements and schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. The auditor is not required to audit the schedule of federal and state financial assistance. However, the auditor is to provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The auditor is not required to audit the statistical section of the report, the management discussion and analysis, or the transmittal letter.

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The Board desires the auditor, when requested, to express an opinion in conformity with generally accepted auditing standards on specified elements, accounts, or items.

The auditor is also required to review accounts receivable balances to be written off prior to submission to the Board for approval, in accordance with the Board's write-off policy.

AUDITING STANDARDS TO BE FOLLOWED:

1. To meet the requirements of this RFP, the audit shall be performed in accordance with: Generally accepted auditing standards in the United States of America, the standards for financial audits set forth in Government Auditing Standards issued by the Comptroller General of the United States, audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as well as the following additional requirements:
 - a. Sections 29.008 and 29.0085, Florida Statutes, regarding County funded court related functions.
 - b. Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration Agencies.
 - c. Guide to Federal Equitable Sharing for Foreign Countries and Federal State and Local Law Enforcement Agencies of the Department of Treasury and the Department of Justice
 - d. Rule 17-701.630, Florida Administrative Code for Financial Assurance for Closure and Long-Term Care
 - e. And otherwise as provided by law.
2. Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits Section 218.39, Florida Statutes and Section 215.97, Florida Statutes, Florida Single Audit Act, Chapter 69I-5 Rules of the Florida Department of Financial Services, Florida Administrative Code. Schedule of Expenditures of State Financial Assistance.

REPORTS TO BE ISSUED:

Following the completion of the audit, the auditor shall issue the following reports:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with certain provisions of law, regulations, contracts, grant agreements and other matters.
4. A management letter as required by Rules of the Auditor General, Chapter 10.550 Local Governmental Entity Audits.
5. An "in-relation-to" report on the schedule of expenditures of federal and state financial assistance.
6. A report on compliance requirements, applicable to each major program and the internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.
7. A report on compliance with laws and regulations and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
8. A report on compliance with laws and regulations and internal controls applicable to major state projects.

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9. A schedule of findings and question costs related to federal and state programs.
10. A Data Collection form as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
11. A report for the PCCLB on the fair presentation of the financial statements in conformity with generally accepted accounting principles, financial statements, and any supplemental information. The Board is requesting the costs for performing a separate audit and issuing stand-alone financial statements for the PCCLB.
12. A report for the Pinellas County Community Redevelopment Agency on the fair presentation of the financial statements in conformity with generally accepted accounting principles, financial statements and any supplemental information. The Board is requesting the costs for performing a separate audit and issuing stand-alone financial statements for the PCCLB.
13. A report for each opinion expressed on specified elements, accounts, or items detailing findings and recommendations as required in E(D)(1) and E(D) (.2) above.

Reports 1 through 10 are required for the reporting entity as a whole. Reports 1 through 4 are required for the Board and each constitutional officer (Clerk of the Circuit Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.)

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware.

ADDITIONAL SERVICES:

Although the Board is not required to have a separate financial statement audits for the Water System, Solid Waste System, and St. Petersburg Clearwater International Airport for the fiscal year ending September 30, 2023, the need may arise for such audits in future years.

ENTRANCE, PROGRESS, AND EXIT CONFERENCES:

The audit engagement will include entrance conferences for introduction and liaison with County officials and their designated representatives. Progress conferences to summarize results of preliminary reviews of key internal controls and matters to be tested are to be held as required by each County official.

Exit conferences are to be scheduled through each of the following offices:

Office	Official	Title
Board of County Commissioners	The current Chair of the Board of County Commissioners	Chairman
Clerk	Ken Burke	Clerk of the Circuit Court and Comptroller
Tax Collector	Charles W. Thomas	Tax Collector
Property Appraiser	Mike Twitty	Property Appraiser
Sheriff	Bob Gaultieri	Sheriff
Supervisor of Elections	Julie Marcus	Supervisor of Elections

The purpose of these meetings will be to summarize the results of the fieldwork and to review significant findings.

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OTHER CONSIDERATIONS:

The County will send its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The County has received this recognition for each of the past forty fiscal years and will be submitting the report for the year ended September 30, 2022. The County has determined that the U.S. Department of Housing and Urban Development will function as the cognizant agency in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

1. The schedule of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are to be issued as part of the comprehensive annual financial report.
2. The annual financial report required by the Auditor General will include a separate report of the County's Annual Comprehensive Financial Report and the audited financial statements of each Constitutional Officer bound in one report.
3. The Clerk's Finance Division will prepare the portion of the report related to the Annual Comprehensive Financial Report and will be responsible for combining and printing the overall report. The Clerk's Finance Division will also prepare the financial statements for the Clerk of the Circuit Court and Comptroller, Pinellas County Community Redevelopment Agency, and the Pinellas County Construction Licensing Board. The Finance offices of each Constitutional Officer will prepare the draft financial statements for their respective offices.
4. The County does not currently issue official statements in connection with the sale of debt securities, which would contain the basic financial statements and the auditor's report thereon. If the need arises, the auditor shall be required, if requested by the financial advisor and/or underwriter, to issue a "consent and citation of expertise" as auditor and any necessary comfort letters.
5. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after the conclusion of the contract, or as required by law, unless the firm is notified in writing by the Board of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:
 - a. State of Florida
 - b. U.S. Department of Housing and Urban Development
 - c. U.S. Comptroller General's Office
 - d. Parties designated by the federal or state governments
 - e. Auditors of entities of which the County is a sub-recipient of grant funds
 - f. Inspector General's Office of the Clerk of the Circuit Court and Comptroller
 - g. And other official designees of the Board of County Commissioners
6. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
7. The auditor shall provide the required copies of the written audit reports on the results of the audit within ten days after the exit conference to each of the above officers.

TENTATIVE SCHEDULE:

First year dates may be adjusted slightly, depending on when the contract is awarded. For subsequent years, each of the following is expected to be completed by the auditor no later than the dates indicated, unless the Constitutional Officers or the Board do not have the required information available. These tentative dates are:

1. Planning Interim Work: The auditor is to begin planning and commence interim work by July 15 each year.
2. Detailed Audit Plan: The auditor is to provide the County agencies by August 1 each year, both a detailed audit plan and a list of all schedules to be prepared by the County.

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3. Field Work: The Constitutional Officers' records will be closed by November 1 of each year. The Boards' records will be closed by December 1 of each year. The auditor is to complete all Constitutional Officer field work by December 1, and by February 15, for the Board.
4. Draft Reports: The auditor is to have drafts of the audit report(s) and recommendations to management for review by the appropriate officials for the Constitutional Officers by December 10 and for the Board by February 20.
5. Final Reports: The auditor is to furnish final audit reports to the Constitutional Officers by December 31 and the Board of County Commissioners by February 28 respectively after the fiscal year-end.

Similar schedules will be developed for audits of future years.

ASSISTANCE PROVIDED TO THE AUDITOR:

The staff of the Constitutional Officers and the Board will be available during the audit to assist the firm by providing information, documentation, and explanations as necessary and appropriate, in compliance with Section 125.01, Florida Statutes. The preparations of confirmations will be the responsibility of County agencies. Additionally, staff will be available to the auditor for the preparation of schedules, routine letters, and memorandums, responding to inquiries and drafting financial statements.

1. The County agencies will provide the auditor with reasonable workspace, desks, and chairs. The auditor may also be provided with access to public wireless internet, one telephone line, photocopying facilities, and FAX machines subject to reasonable and customary usage. The auditor will also be provided limited access to Oracle and Documentum and should maximize view and reporting access for samples. Notwithstanding the resources provided, the auditor is encouraged to use technology and off-site working capabilities from their own location, provided they can maintain adequate service levels.
2. Report preparation, editing and printing of the individual Constitutional Officers' audit reports shall be the responsibility of the auditor, except as stated earlier. The respective staff will prepare the drafts of the financial statements. Preparation and printing of the Annual Comprehensive Financial Report and the annual financial report to the Auditor General shall be the responsibility of the Clerk's Finance Division based upon final adjusted trial balances.
3. No assistance will be provided by the Inspector General's office.

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EXHIBIT B - INSURANCE REQUIREMENTS

1.LIMITATIONS ON LIABILITY

The Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2.INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3.INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

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- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 2) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 3) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance:** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 5) **Professional Liability (Technology Errors and Omissions) Insurance:** with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 6) **Property Insurance:** Vendor will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

Audit services for the consolidating entities of the primary government financial statements.

Total all-inclusive hourly rates:

	HOURS	HOURLY RATE	TOTAL
PARTNERS	335	\$280	\$93,800
MANAGERS	472	\$220	\$103,840
SENIORS	688	\$165	\$113,520
STAFF	905	\$110	\$99,500
Total dollars based on standard rates:			\$410,710.00
Relationship investment discount:			(\$80,710.00)
Total All-Inclusive Maximum Price:			\$330,000.00

OPTIONAL AUDITING SERVICES:

WATER DEPARTMENT

	HOURS	HOURLY RATE	TOTAL
PARTNERS	5	\$280	\$1,400
MANAGERS	15	\$220	\$3,300
SENIORS	15	\$165	\$2,475
STAFF	20	\$110	\$2,200
TOTAL	55		\$9,375.00

SEWER DEPARTMENT

	HOURS	HOURLY RATE	TOTAL
PARTNERS	5	\$280	\$1,400
MANAGERS	15	\$220	\$3,300
SENIORS	15	\$165	\$2,475
STAFF	20	\$110	\$2,200
TOTAL	55		\$9,375.00

SOLID WASTE DEPARTMENT

	HOURS	HOURLY RATE	TOTAL
PARTNERS	5	\$280	\$1,400
MANAGERS	15	\$220	\$3,300
SENIORS	15	\$165	\$2,475
STAFF	20	\$110	\$2,200
TOTAL	55		\$9,375.00

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ST. PETERSBURG/CLEARWATER INTERNATIONAL AIRPORT (PIE)

	HOURS	HOURLY RATE	TOTAL
PARTNERS	15	\$280	\$4,200
MANAGERS	20	\$220	\$4,400
SENIORS	20	\$165	\$3,300
STAFF	25	\$110	\$2,750
TOTAL	80		\$14,650.00

In addition to the audit services provided, as set forth in our proposal response to your RFP, our fees include the following:

- Presentations at County Commission meetings related to the scope of this engagement, to discuss operations of your organization and changes in the environment in which you operate and to review our audit results. We will also meet one-on-one with the County Administrator, Constitutional Officers, and Commissioners.
- IT risk assessment.
- Free attendance for your accounting professionals at our training sessions that are open to our clients. Your professional staff can receive between 16 - 24 hours of free Continuing Professional Education annually.

Rates for Additional Professional Services:

Hourly Rates for Additional Services:	
Shareholder	\$280
Manager	\$220
Senior	\$165
IT Audit Specialist	\$ 165
Staff	\$110

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Payment Schedule Estimate						
Fiscal Years Ending 9/30						
Annual Audit Contract Calculation Worksheet						
	2023	2024	2025	2026	2027	5 yr Total
Base Cost Auditing Services for the consolidated entities of the primary government financial statements (by engagement letter annually) including Annual CPI maximum	\$ 330,000	\$ 346,500	\$ 363,825	\$ 382,016	\$ 401,117	\$ 1,823,458
Annual CPI maximum*		5.00%	5.00%	5.00%	5.00%	
Maximum Adjustment		\$ 16,500	\$ 17,325	\$ 18,191	\$ 19,101	
Optional Auditing Services (by engagement letter annually) includes CPI calculation*						
Water Department	\$ 9,375	\$ 9,844	\$ 10,336	\$ 10,853	\$ 11,395	\$ 51,803
Sewer Department	9,375	9,844	10,336	10,853	11,395	51,803
Solid Waste	9,375	9,844	10,336	10,853	11,395	51,803
St. Petersburg/Clearwater International Airport (PIE)	14,650	15,383	16,152	16,959	17,807	80,950
	\$ 42,775	\$ 44,914	\$ 47,159	\$ 49,517	\$ 51,993	\$ 236,359
Total Estimated Annual Cost	\$ 372,775	\$ 391,414	\$ 410,984	\$ 431,534	\$ 453,110	\$ 2,059,817

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT A
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER:
BID OR PROPOSAL TITLE:

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are 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. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are 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 [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is 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 [Appendix II to 2 CFR Part 200].

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 County enters 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 County 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 [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees 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) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will 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. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. 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. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
- (g) Information regarding certified M/WBE firms can be obtained from:
 - Florida Department of Management Services (Office of Supplier Diversity);
 - Florida Department of Transportation;
 - Minority Business Development Center in most large cities; and
 - Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR 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.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit C
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: TBD
PROPOSAL TITLE: TBD

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
 - ii. advertising; layoff or termination; rates of pay or other forms of compensation;
 - iii. and selection for training, including apprenticeship. The contractor agrees to
 - iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
 - v. nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees
 - i. placed by or on behalf of the contractor, state that all qualified applicants will
 - ii. receive consideration for employment without regard to race, color, religion,
 - iii. sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **Procurement of Recovered Materials:** 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.