



**REQUEST FOR PROPOSAL
FOR
AUDIT SERVICES
PROGRAM YEAR 2021 - 2022**

Issued: September 15, 2022

Deadline for Responses: October 14, 2022 @ 3:00 P.M. (CT)

All responses are to be submitted to the address and contact person listed below:

**CareerSource Chipola
4636 Highway 90 East, Suite K
Marianna, FL 32446
Attn: Richard Williams**

I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (RFP) is being issued to contract for financial and compliance audits and preparation of IRS Forms 990 for the year ending June 30, 2022, with an option to extend for up to four (4) years. Acceptable proposals shall, at a minimum, meet the qualifications contained in this RFP.

B. Who May Respond

Only Licensed Certified Public Accountants may respond to this RFP.

C. Instructions for Proposal Submission

1. Proposals must be submitted no later than 3:00 P.M. CT on October 14, 2022.
2. Inquiries concerning this RFP should be submitted to Richard Williams, Executive Director, at richard.williams@careersourcechipola.com or Sara Johnson, Finance Director, at sara.johnson@careersourcechipola.com.

All questions and answers will be posted to the CareerSource Chipola website at www.careersourcechipola.com.

3. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by CSC.
4. Your Proposal should be addressed as follows:

Richard Williams, Executive Director
CareerSource Chipola
4636 Highway 90 East, Suite K
Marianna, FL 32446

Proposals should be submitted in a sealed envelope clearly marked in the lower-left hand corner with the following information:

**SEALED PROPOSAL
For Audit Services 2022**

Failure to do so may result in a premature disclosure and/or rejection of your proposal. It is the responsibility of the Offeror to insure that the proposal is received by CareerSource Chipola by the date and time specified. Late proposals will not be considered.

5. CSC reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be negotiated based upon the scope of work to be performed as described in this RFP.
6. CSC and its representatives or agents are bound by Conflict of Interest regulations, any state regulations, or local board policy. If a proposing agency is, or should become aware of any potential conflict of interest, disclosure must be a part of the Certifications attached to this proposal.

7. Small businesses and minority-owned businesses are encouraged to respond to this RFP.
8. All proposals shall include one (1) original and four (4) copies of the Offeror's technical qualifications, one (1) original and four (4) copies of the pricing information (in a separately sealed envelope), and one (1) original and four (4) copies of signed Attachments A - E.
9. Proposals that are non-conforming will be considered non-responsive and are subject to return without review; however, CSC reserves the right to waive informalities and minor irregularities in proposals received.
10. It is expected that the contract shall be a one-year fixed price contract with options for four (4) additional one-year periods. The cost for the optional periods will be agreed upon by CSC and the Offeror.

D. Description of CareerSource Chipola

CareerSource Chipola is a private, not-for-profit corporation governed by an independent board of directors serving as the administrative entity and fiscal agent for Calhoun, Holmes, Jackson, Liberty, and Washington counties. CSC administers local workforce development and welfare reform programs as part of the State of Florida and the Federal Government's initiatives.

CSC has three career centers that are dedicated to helping the employers and citizens of Calhoun, Holmes, Jackson, Liberty, and Washington Counties looking for employment. The Marianna career center is the only full-service center in the region. We work to connect local businesses with qualified employees, provide access to a statewide database of job openings, offer quick links to the most up-to-date job market research, assist with resume writing and interviewing techniques, and offer educational workshops to sharpen job search skills. We also work with local economic development organizations, local leaders in education, private industry, and community-based organizations.

Records to be audited are maintained on an automated system using MIP Non-Profit Series fund accounting software. Payroll services for select Career center employees are provided by Landrum Professional Services. Our annual expenses for FY 2021-2022 are approximately \$3 million.

As a sub recipient of federal financial assistance exceeding \$750,000, CSC is subject to the single audit requirements of Uniform Guidance, 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, along with additional requirements stipulated in the Florida Department of Economic Opportunity (DEO) Final Guidance #AWI FG 05-019, revised August 12, 2005.

Reporting of mandated cost category expenditures to the State of Florida is done through an online system developed by the Department of Economic Opportunity for the State of Florida. Administrative offices and all records are located at 4636 Highway 90 East, Suite K, Marianna, FL.

The CSC Board of Directors is comprised of representatives of business, local educational entities, labor organizations, community-based organizations, economic development

agencies, one-stop partners and other individuals deemed appropriate. All members are either appointed by the county commissioners of the five counties we represent or the CSC Consortium which is made up of either the county commission chair or their representative from each of the five counties we represent.

II. SCOPE OF WORK

A. Scope of Audit

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority in the State of Florida, hereinafter referred to as the "Offeror" to perform a financial and compliance audit of CareerSource Chipola (CSC). The audit must be performed in accordance with General Accepted Auditing Standards, OMB Uniform Guidance, 2CFR, Part 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, Federal Single Audit Act of 1984 and the Federal Single Audit Act Amendments of 1997; and the Department of Economic Opportunity (DEO) Guidance Paper AWI FG05-019 revised and issued 08/12/05.

The Offeror is required to prepare IRS Form 990 for CSC and any supplemental forms required by the state administering agency. The Audit will include the independent auditor's report on the financial statements including the balance sheet, related statement of revenues, expenses, and changes in fund balances; statement of functional expenses; and the notes to the financial statements. An independent auditor's report on the Schedule of Federal Awards and State Financial Assistance will also be provided.

B. Special Guidance for Audit Testing

The following tests must be performed by the Offeror during the course of the audit:

1. Reconcile CSC's financial records to SERA (Subrecipient Enterprise Resource Allocation),
2. Test compliance with Federal and State cash management requirements and report any material problems.
3. Examine the status of compliance with state and federal laws governing structure, functions and mission of CSC and report any material noncompliance.
4. Obtain an understanding of internal control, assess risk, and test internal controls required by 2 CFR Section 200.514(c).
5. Prepare and submit a Management Letter addressing any findings and observations not included in the audit report. The Management Letter should be addressed to the CareerSource Chipola Board of Directors.

C. List of Programs and Funds PY 2021-22

Program	Funds	CFDA Number
Workforce Innovation & Opportunity Act (WIOA) Adult, Dislocated Worker & Youth	\$1,179,000	17.258; 17.278; 17.259
Welfare Transition (TANF)	\$ 189,707	93.558
Wagner Peyser	\$ 19,170	17.207
Veterans' Program – Disabled Veteran's Outreach Program (DVOP) & Local Veteran's Employment Representative (LVER)	\$ 34,093	17.801
Unemployment Insurance & Reemployment Services & Eligibility Assessment (UC & RESEA)	\$ 10,720	17.225
Supplemental Nutrition Assistance Program (SNAP)	\$ 11,652	10.561
National Emergency (NEG)	\$1,331,118	17.277
State Funds-SNAP	\$ 40,189	40.037

D. Technical Assistance provided by CareerSource Chipola

CareerSource Chipola's Finance Director will be available to provide technical assistance with the provision of information needed to perform a financial and compliance audit and prepare the required tax documents. CSC's Finance Director will also be available to respond to requests for information, provide documentation or offer other assistance that may be necessary during the course of the review.

CSC will provide copies of prepared reports, statements or schedules for the auditor. In addition, CSC will provide the auditor with reasonable workspace with access to telephone, fax, copier and Wi-Fi.

Report preparation, editing, and printing shall be the responsibility of the firm. The firm will be expected to make an annual presentation to the Audit Committee, Executive Committee and to the Board of Directors.

E. Delivery Schedule

The Offeror is to transmit one (1) copy of the draft audit report to the CSC Executive Director and one (1) copy of the draft audit report to the CSC Finance Director for their review prior to the publication of the final audit. The draft audit report is due on January 20, 2023.

The Offeror shall deliver thirty (30) copies of the final audit report to the Board's Board of Directors no later than February 8, 2023.

Reports may be submitted earlier than the above schedule. However, if the Offeror fails to make delivery of the audit reports within the time schedule specified herein, or if the Offeror delivers audit reports which do not conform to all of the provisions of this contract, the CSC may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

F. Price

The Offeror's proposed price should be submitted separately and should include information indicating how the price was determined. For example, the Offeror should indicate the number of hours by staff level, hourly rates, and total cost by staff level. Any out-of-pocket expenses should also be indicated. The pricing information should be in a separate sealed envelope.

G. Payment

Final payment will be made when CSC has determined that the total work effort has been satisfactorily completed. Progress payments will be allowed to the extent that CSC can determine that satisfactory progress is being made.

Should CSC reject the report, CSC's authorized representative will notify the Offeror in writing of such rejection giving the reason(s). The right to reject a report shall extend throughout the term of the contract and for ninety (90) days after the Offeror submits the final invoice for payment.

Upon delivery of the thirty (30) copies of the final reports to CSC and their acceptance and approval, the Offeror may submit a bill for the balance due on the contract for the audit.

H. Audit Review

All audit reports prepared under this contract will be reviewed by the CSC Board of Directors, DEO, and any other Federal or State entity as required to ensure compliance with General Account Office's (GAO) Government Auditing Standards and other appropriate audit guides.

I. Exit Conference

An exit conference with CSC representatives and the Offeror's representatives will be held at the conclusion of the fieldwork. Observations and recommendations must be summarized in writing and discussed with CSC. It should include internal control and program compliance observations and recommendations.

J. Work Papers

Upon request, the Offeror will provide a copy of the work papers pertaining to any questioned costs determined in the audit. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.

Upon completion of the audit, copies of internal control work papers must be provided to CSC in electronic format. The Florida Department of Economic Opportunity (DEO) requests that these work papers be maintained by CSC and be made available for their review. The work papers will be retained by the Offeror for at least five (5) years from the end of the audit period or after all findings, claims, etc. have been closed, whichever is later.

Upon request, the Offeror will provide the work papers for examination by authorized representatives of the cognizant federal or state agency, the General Accounting Office, and the CareerSource Chipola Board.

K. Confidentiality

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

This section is not intended to violate any requirements of Florida's very broad open records laws. CSC will handle any request for information related to the audit and authorize the release of information per the requirements of applicable federal and state law.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

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

A. Prior Auditing Experience

The Offeror should describe its prior auditing experience. Names, addresses, contact persons and telephone numbers of prior organizations audited should be included. Experience should include the following categories:

1. Prior experience auditing entities designated as WIOA and Welfare Transition grants recipients and recipients of pass-through funds from Wagner Peyser, and Veterans and entities designed to administer the WIOA, Welfare Transition, Wagner Peyser, UC Reemployment Services and Veteran programs.
2. Prior experience auditing similar programs funded by the State of Florida.
3. Prior experience auditing programs funded by the Federal government.
4. Prior experience auditing similar county or local government activities.
5. Prior experience auditing nonprofit organizations.
6. Prior experience designing and/or installing accounting systems including MIP Non-Profit Accounting Software.

B. Organization, Size and Structure

The Offeror should describe its organization, size (in relation to audits to be performed) and structure. Indicate if appropriate, if the firm is a small or minority-owned business. Offeror must include a copy of the most recent Peer Review.

C. Staff Qualifications

The Offeror should describe the qualifications of staff to be assigned to the audits. Descriptions should include:

- 1) Audit team makeup.
- 2) Overall supervision to be exercised.
- 3) Prior experience of the individual audit team members.

Only include resumes of staff to be assigned to the audits. Education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed as a CPA, etc., will be considered.

D. Understanding of Work to Be Performed

The Offeror should describe its understanding of work to be performed, including audit procedures, estimated hours, and other pertinent information.

E. Certifications

The Offeror must sign the Certification Page and include as an attachment to its proposal the Certifications enclosed with this RFP. The publications listed in the Certifications will not be provided to potential Offers by CSC; it is the sole responsibility of the Offeror to procure such publications. Complete Assurances, Provisions, and Certifications as required in federally funded contracts will be included in the negotiated contract.

Mandatory Attachments:

- A) Proposal Cover Sheet
- B) Organization Information
- C) Conflict of Interest Statement
- D) Auditor’s Certification
- E) Assurances and Certifications

IV. PROPOSAL EVALUATION

A. Review Process

CareerSource Chipola may, at its discretion, request presentation by or meeting with any or all Offerors, to clarify or negotiate modifications to the Offeror’s proposals.

However, CSC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

B. Proposal Evaluation/Selection/Approval

An RFP Review Team will be organized to review and rate the proposals. The team will review proposals using Review Criteria which is included as Attachment F to this proposal. The team will review and discuss their evaluations, combine the individual scores and arrive at a composite technical score for each quote. These scores will be used to determine the most advantageous contract award for CSC. This information will be provided to the CSC Board of Directors for final approval.

C. Notification of Award

It is expected that a decision selecting the successful audit firm will be made within 45 days of the closing date for the receipt of proposals. Upon conclusion of the final negotiations with the selected audit firm, all Offerors submitting proposals in response to this RFP will be notified of the decision.

D. Appeal Procedures

In accordance with applicable regulations, Offerors who are denied funding have the right to appeal. Parties wishing to protest a contract award should request a copy of CSC’s Procurement Grievance Procedure and follow the steps outlined.

V. CONDITIONS APPLICABLE TO ALL PROPOSALS

The following conditions are applicable to all proposals:

- A. Proposals submitted after the date and time stated on the proposal timeline will not be considered. It is the offerors' responsibility to ensure that their proposal meets all submission requirements.
- B. Non-conforming proposals are subject to return without review; however, CSC reserves the right to waive informalities and minor irregularities in proposals received.
- C. Any firm that has provided auditing services in the previous five years may be considered only if the proposal clearly states the lead partner for the CSC audits has not been the lead for a CSC audit during the previous five years.
- D. Offerors are subject to applicable equal employment opportunity and affirmative action requirements. CSC reserves the right to request copies of your latest Affirmative Action and Equal Employment Opportunity reports.
- E. No proposal will be considered if:
 - 1) The entity has been disbarred by an action of any governmental agency; or
 - 2) The entity's previous contracts with CSC have been canceled for cause; or
 - 3) The entity has not complied with an official order of any agency of the State of Florida or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services; or
 - 4) The entity has any record of public entity crimes; or
 - 5) For any cause the offeror is determined irresponsible.
- F. CSC may reject any and all proposals. No guarantees, expressed or implied, are made by CSC or its agents as to the availability of funds. CSC assumes no liability for any expenses incurred in connection with the preparation of responses to this RFP.
- G. By submission of this proposal, the Offeror certifies in connection with this proposal:
 - 1) The fees or costs in this offer have been arrived at independently without consultation, communication, or agreement with any other Offeror, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
 - 2) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.
- H. Each person signing this offer certifies that:
 - 1) He/she is the person in the Offerors organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal and that he/she has not participated in any action contrary to (1) and (2) above; or
 - 2) He/she is not the person in the Offerors organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not participated, and will not participate, in any action contract to (1) and (2) above.

Attachment A: *Proposal Cover Sheet*

Legal Name of Offeror: _____

Address: _____

Telephone Number: _____

Email Address: _____

Name and title of person authorized to answer any questions about the proposal,
negotiate the contract terms, and contractually bind the Offeror:

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined in this Request for Proposal for Audit Services that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication or agreement with any other proposal or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the Offeror to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this agency can and will provide and make available at a minimum, all services described in this proposal.

Typed Name of Individual with Signatory Authority

Title

Signature

Date

**Attachment B:
Information**



Organization

Name of Organization: _____

Authorized Contact Person: _____

Address: _____

Business Phone: _____ Website: _____

Business E-Mail: _____

Years in Business: _____ # Full Time Employees: _____

FEIN #: _____

FL Division of Corporations Info: _____

Authorized to conduct business in Florida? Yes No

Check to indicate if your organization is a:

Community-based Organization Minority-Owned Female Owned N/A

The Offeror certifies that:

a) It has no outstanding liens, claims, debts, judgments, or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) It has complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
c) It is current in its payment of applicable federal, state, and local taxes.	Yes <input type="checkbox"/> No <input type="checkbox"/>
d) It is free and clear of any disallowed audited costs.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
e) Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
f) It will comply with the assurances attached to this RFP, and WIOA and its promulgated rules and regulations.	Yes <input type="checkbox"/> No <input type="checkbox"/>
g) It is authorized to submit this proposal in accordance with the policies of its governing body.	Yes <input type="checkbox"/> No <input type="checkbox"/>

By my signature, I certify that I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

Signatory Name

Title

Signature

Date

**ATTACHMENT C –
Conflict of Interest Statement**

The Offeror must execute either Section 1 or Section 2 hereunder relative to Florida Statute 112.312(12). Failure to execute either Section may result in rejection of this Proposal.

SECTION 1

I hereby certify that no official or employee of CSC, or any Board member, or any immediate family member of a CSC employee or Board member has a material financial interest in this firm.

Signature: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City/State/Zip Code: _____

SECTION 2

I hereby certify that no official or employee of CSC, or any Board member, or any immediate family member of a CSC employee or Board member has a material financial interest(s) [in excess of 5%] in this firm and has filed the appropriate Conflict of Interest statements with CSC prior to the review and discussion of this proposal.

Name: _____

Title: _____

Signature: _____

Date of Filing: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City/State/Zip Code: _____

ATTACHMENT D – Auditor Certifications

On behalf of the Offeror:

- A. The individual signing certifies that the Offeror is not aware of or engaging in any activities that would be considered a conflict of interest.
- B. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- C. The individual signing certifies that the Offeror is a properly licensed certified public accountant or a Public accountant licensed on or before _____ in the State of _____.
- D. The individual signing certifies that the Offeror meets the independence standards of the *Government Auditing Standards*,
- E. The individual signing certifies that he/she is aware of and will comply with the GAO Continuing Education Requirement of every 2 years, at least 80 hours of CPE that directly enhances the auditor’s professional proficiency to perform audits or attestation engagements. At least 24 of the 80 hours of CPE should be in subjects directly related to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. At least 20 hours of the 80 should be completed in any 1 year of the 2-year period.
- F. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.
- G. The individual signing certifies that he/she has read and understands the following publications relative to the proposed audits;
 - 1. *Government Auditing Standards* (Yellow Book)
 - 2. OMB-Uniform Guidance, 2CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3. June 2016 Compliance Supplement
 - 4. *A Guide for Nonprofit Organizations: Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contracts with the Department of Health and Human Services*.
 - 5. *Audits for Voluntary Health and Welfare Organizations* (AICPA Audit Guide)
 - 6. *Audits of Certain Nonprofit Organizations* (AICPA Audit Guide)
- H. The individual signing certifies that if selected a proof of Level II Background Checks must be provided for all staff working on this agreement.

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

- I. The individual signing certifies that the Offeror, and any individuals to be assigned to the audits, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal state or local government. (If the offeror or any individual to be assigned to the audits has been found in violation of any state of AICPA professional standards, this information must be disclosed.)

Dated this _____ day of _____, 20_____.

Offeror’s Firm Name

Signature of Offeror’s Representative

Printed Name and Title of Individual Signing

ATTACHMENT E

Assurances and Certifications

1. Assurances

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

- h. Under the Resource Conservation and Recovery Act (Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA guidelines.
- i. The Offeror will retain records as required and will give CSC, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Contract and will establish a proper accounting system in accordance with generally accepted accounting standards or CSC directives.
- j. If the Contract contains federal funds and the Offeror provides services to children up to age 18, the Offeror shall comply with the Pro-Children Act of 1994 (20 USC 6081). The Offeror shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Offeror and its employees.
- k. The Offeror and any of its subcontractors shall comply with applicable Federal, State and local Child Labor Laws.
- l. Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- m. Contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 and 3708, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Offeror must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- n. The Offeror agrees to comply with OMB Circular 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- o. The Offeror will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing these programs.

2. Certification Regarding Debarment, Suspension And Other Responsibility Matters

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

Administration (GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

By signing these Assurances, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2) Have not within a three year period preceding this Contract been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in the previous paragraph; and
- 4) Have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Certification Regarding Lobbying

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative contract.
- b. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. This Certification is a prerequisite for making or entering into this Contract imposed by the Byrd Anti-Lobbying Act (Section 1352, Title 31, U.S.C.). Any person or organization that fails to sign the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Drug-Free Workplace Requirements

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation and employee assistance programs.

- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph a.
 - d. Notify the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement, and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - 3) Notify the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Offeror will provide such notice of convicted employees, including position and title, to the Board's Administrative Entity on whose activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
 - 4) Take one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - e. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - f. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - g. Make a good faith effort to continue to maintain a drug- free workplace through implementation of this entire certification.

5. Certification Regarding Nondiscrimination and Equal Opportunity

The Offeror agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including Public Law 97-300; Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Nontraditional Employment for Women Act of 1991; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the American with Disabilities Act of 1990, and the Florida Human Rights Act of 1977. The Offeror further agrees that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status (except as otherwise permitted under Title IX of the Education Amendments of 1972), political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, from any program or activity funded in whole or in part with funds made available through CareerSource Chipola. It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. It is further agreed that the grievance and complaint procedures submitted by the grant recipient and approved by the Office of Civil Rights will be adhered to.

Programs funded through CareerSource Chipola are equal opportunity programs and the Offeror shall assure that all programs and activities conducted under this Agreement are accessible to individuals with disabilities. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed and retained on file, and a copy provided to the CareerSource Chipola Equal Opportunity Officer. Provisions must also be made for the limited

English speaking and vision and sensory impaired. These provisions include: having a plan to provide interpreters and sign language assistance when necessary, and assuring that adequate staff or other sources are available to adequately communicate with non-English speaking applicants and/or participants.

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

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

6. Certification Regarding Public Entity Crimes

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

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

7. Modification, Amendment, Termination of Contract

- A. The Offeror understands that any Contract awarded cannot be modified, amended, canceled, extended, or assigned orally without the express written consent of the CSC board or Executive Director of CSC. All modifications, amendments, cancellations, extensions, or assignments must be reduced to writing and incorporated into an amendment hereto.
- B. The Offeror understands that any Contract awarded is subject to termination by CSC on thirty (30) days advance notice to the Offeror at its address as hereinabove specified.
- C. Termination for Lack of Funds: In the event funds to finance this Contract are reduced, suspended, or terminated in whole or in part, the obligation of each party hereunder may be terminated upon no less than twenty-four hours' notice in writing by CSC to the Offeror.
- D. Termination for Breach: The Offeror understands that either party may terminate a Contract awarded when it has determined that the other party has failed to provide any of the services specified herein in a timely or proper fashion, or has violated any stipulations of this Contract. If the Contracted agency fails to perform, in whole or in part, or to make sufficient progress so as to endanger performance, CSC will notify the Contractor of such unsatisfactory performance in writing. The Contractor will then have thirty (30) working days from receipt of notice in which to

respond with a plan agreeable to CSC to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSC will serve a termination notice that shall become effective within fifteen (15) days after its issuance.

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

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

- E. Termination for Convenience: The Offeror understands that performance under a Contract awarded may be terminated by either party for convenience when it is in their best interest. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective ninety (90) days after the notice is issued and the Offeror has ninety (90) days after the effective date to bill for payment. The Offeror shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

- F. Termination (Other): The Offeror understands that unearned payment under a Contract awarded may be suspended or the Contract terminated upon the refusal by the Contractor to accept or comply with any conditions that may be imposed by the United States Department of Labor, the Department of Economic Opportunity, CareerSource Florida, the Governor or CSC at any time.

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

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

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

Name and Title

Date

Signature

Attachment F – Review Criteria

Proposal Responsiveness:	
a. One (1) original and four (4) copies received by due date and time?	<input type="checkbox"/> yes <input type="checkbox"/> no
b. Is proposal format followed and are all questions answered?	<input type="checkbox"/> yes <input type="checkbox"/> no
c. Are all of the required attachments provided?	<input type="checkbox"/> yes <input type="checkbox"/> no
If the reviewer's response to any question above is "no", proposal can be deemed non-responsive and no further review will occur.	

Prior Auditing Experience	(30 points max)	Points
Offeror has experience in the following categories: <ul style="list-style-type: none"> Prior experience auditing WIOA, Welfare Transition grant recipients and recipients of pass through funds from Wagner Peyser, and Veterans and entities designed to administer the WIOA, Welfare Transition, Wagner Peyser, UC Reemployment and Veteran Programs. Prior experience auditing similar programs funded by the State of Florida. Prior experience auditing programs funded by the Federal Government. Prior experience auditing similar county or local government activities. Prior experience auditing nonprofit organizations. Prior experience designing and/or installing accounting systems including MIP Non Profit Software. <p>Note: CSC will contact prior audited organizations to verify the experience provided by the Offeror.</p>		
Comments: _____		

Organization, Size and Structure.	(15 points max)	Points
<ul style="list-style-type: none"> Adequate size of the firm (Considering size in relation to audit to be performed). Is the Offeror a small or minority owned business? Must include most recent Peer Review. 		
Comments: _____		

Staff Qualifications	(15 points max)	Points
Offeror should describe the qualifications of staff to be assigned to the audits to include: <ul style="list-style-type: none"> Audit team makeup. Overall supervision to be exercised. Prior experience of the individual audit team members. <p>Note: Resumes of staff to be assigned to the audits should be included. Education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed as a CPA, etc. will be considered.</p>		
Comments: _____		

Understanding of Work to be Performed	(20 points max)	Points
<ul style="list-style-type: none"> Adequate audit coverage, projected milestones or benchmarks for completing the audit within the total time allowed. Realistic time estimates of each audit phase and task. 		
Comments: _____		

Proposed Cost (20 points max)	Points
<ul style="list-style-type: none"> • Justification of proposed expenses are allowable and reasonable. • Organization demonstrates the financial capability needed to manage the service delivery. 	
Comments: _____ _____ _____	
Total Points Awarded (100 points maximum)	

General Comments: _____

Reviewer's Name: _____

Reviewer's Signature: _____