



REQUEST FOR QUALIFICATIONS

Public Accounting Services & Technical Assistance

RFP NUMBER FIN AS-1673

ISSUE DATE:

May 5, 2016

PROPOSAL SUBMISSION DEADLINE:

May 26, 2016

5:00 PM (EST)

**CareerSource Central Florida
Administrative Offices
390 North Orange Avenue, Suite 700
Orlando, Florida 32801**

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1.0 PURPOSE

The purpose of this Request for Qualification (RFQ) is to solicit statements of qualifications from qualified firms possessing expertise and experience in certified public accounting practices. Services of a certified public accounting firm are required to support Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida, in the areas of fiscal and programmatic monitoring. Vendor shall provide technical assistance to both the finance and programs staff, focused in the areas of fiscal and programmatic compliance with federal and state workforce development grants.

It is contemplated that a one-year contract will result from this solicitation, with the option for four (4) additional one-year periods based on need, performance, and funding availability. The period of performance for the agreement to be awarded is twelve (12) months, beginning July 1, 2016 and ending June 30, 2017. A response to this RFQ is an offer to do business with CareerSource Central Florida.

2.0 APPLICABILITY OF SUNSHINE LAWS

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Central Florida) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CareerSource Central Florida is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

3.0 ORGANIZATIONAL OVERVIEW

CareerSource Central Florida is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. CareerSource Central Florida serves Lake, Orange, Osceola, Seminole and Sumter counties. These five counties, which comprise a local workforce investment area under Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement, effective February 18, 2003, under which CareerSource Central Florida was designated as "the administrative entity and fiscal agent for all programs promulgated" under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000. CareerSource Central Florida is also organized as a charitable **tax-exempt** entity under section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

CareerSource Central Florida is not a state agency and is exempt from chapters 120 and 287, Florida Statutes; however, it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 C.F.R. §§ 95.40-48.

Currently, CareerSource Central Florida receives about \$30 million per year from various federal grant programs.

4.0 MINIMUM QUALIFICATIONS

To be considered for a contract award under this solicitation, interested firms must demonstrate experience and expertise in the following areas as codified in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

- Extensive knowledge of federal grant management rules, particularly in the areas of procurement standards and procedures and subrecipient selection and monitoring;
- Knowledge vendor/sub-recipient distinctions and the compliance supplements dealing with workforce development programs;
- Knowledge of the federal workforce development legislation and regulations, including the following:
 - Workforce Innovation and Opportunity Act (WIOA)
 - Wagner-Peyser Act; and
 - TANF (Temporary Assistance for Needy Families).
- Demonstrable experience in providing consultation and technical assistance to recipients of federal financial assistance; such experience should include the development of policies and procedures governing general procurement activities and the selection and monitoring of subrecipients; and

CareerSource Central Florida intends to select the most qualified and experienced firm or firms from the responses received from this solicitation, and the specific needs of CareerSource Central Florida for both fiscal support and technical assistance and training. CareerSource Central Florida will then enter into negotiations with the selected firm to further define each task in the scope of work, associated work products and deliverables, and total fee for the project. We expect to develop and execute a contract from these negotiations.

5.0 SCOPE OF WORK AND MINIMUM QUALIFICATIONS OF RFQ:

Work to be performed by selected firm will minimally include the following:

- Fiscal management support to CareerSource Central Florida Chief Financial Officer and staff in budget planning, and forecasting;
- Fiscal analysis and reporting to CareerSource Central Florida President, Finance & Audit Committees, and Board of Directors;
- Fiscal monitoring to include tests, where appropriate, of whether CareerSource Central Florida and its sub-recipients receive, disburse, safeguard and account for funds in compliance with the terms and conditions of the sub-award, applicable federal and state statutes and regulations, and local policies and procedures. Fiscal monitoring also includes tests for compliance with administrative requirements governing activities such as procurement, property management and reporting.

In addition to compliance testing in these area, monitoring encompasses examination of CareerSource Central Florida and sub-recipient procedures and practices to determine the extent to which, in the monitor's opinion, such practices are efficient and effective.

- Programmatic monitoring to include tests to determine whether CareerSource Central Florida and its subrecipients are providing services and achieving program outcomes in accordance with the terms and conditions of the sub-award, applicable federal and state statutes and regulations, and local policy and procedures. Programmatic monitoring also includes tests of compliance with program regulations governing participant eligibility determination and documentation, service delivery, recordkeeping, data entry and case management.
- Technical support in the tracking of grant development and implementation, unrestricted funds planning and reporting activities;
- Technical assistance and training in fiscal reporting and workforce development program compliance and management. Training will be provided for both fiscal and CareerSource Central Florida programmatic staff in procurement, contract management and accounting practices.
- The principal work product of e monitoring effort is a written report that details the result and opinions of the monitor with respect to test and examinations conducted.

Please note the proposer must document how they met the solicitation qualifications as stated in section 4.0 MINIMUM QUALIFICATIONS.

6.0 IMPORTANT NOTICE TO ALL RESPONDENTS:

CareerSource Central Florida is funded entirely by federal grants. Accordingly, all sums due and payable by CareerSource Central Florida are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the Florida Department of Economic Opportunity.

7.0 MINORITY/WOMEN/VETERAN BUSINESS ENTERPRISES

Proposers that qualify as minority-owned, women-owned, or veteran-owned enterprises (M/W/VETBE) under a federal, state or local government or public authority certification process M/W/VETBE are encouraged to submit proposals and to identify themselves as M/W/VETBE respondents. Any vendor or firm wishing to be considered as such must provide evidence of certified M/W/VETBE status (such as a copy of the certification letter, etc.).

8.0 INSTRUCTIONS TO PROPOSERS

This RFQ is a solicitation and not an offer to contract. Interested parties desiring to provide proposals for Public Accounting Services & Technical Assistance as described in this RFQ must submit sealed responses to CareerSource Central Florida in the following manner:

- One (1) original and five (5) copies, plus one digital (flash drive) version compatible with Microsoft Office Word 2010 or in Acrobat PDF, clearly marked with the respondent's business name and address;
- Proposals, when sent by mail, shall have the sealed envelope enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- Proposals **must** be submitted no later than 5:00 PM (EST), on May 26, 2016, to:

William Warren, Procurement/Contracts Manager
c/o CareerSource Central Florida
390 North Orange Ave., Suite 700, Orlando, FL 32801

- Responses by telephone, fax, or e-mail will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your response is delivered by an express mail

carrier or by any other means, it is your responsibility to ensure delivery to the above address.

- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFQ, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFQ are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any of such costs.
- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

9.0 PROCUREMENT TIMELINE (Tentative dates)

Date	Activities/Events
5/5/2016	RFQ made available at 5 p.m. on the CareerSource Central Florida Website: www.CareerSourceCentralFlorida.com
5/19/2016	<p>Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on May 19, 2016 via email at: publicresponse@careersourcecef.com</p> <p>Response to all questions will be made available on CareerSource Central Florida's website: www.CareerSourceCentralFlorida.com</p>
5/26/2016	<p>Sealed RFQ responses (1 original and 5 copies) plus one digital (flash drive) version compatible with Microsoft Office Word 2010 or in Acrobat PDF must be received by 5:00 PM EST at CareerSource Central Florida Board Office, 390 North Orange Ave. Suite 700, Orlando, FL 32801.</p>
6/27/2016	Bids will be opened privately and Proposers will be notified as to successful bidder(s) by June 27, 2016.
7/1/2016	Negotiations & Vendor Agreement completed, with awarding of contract to allow for services effective date of July 1, 2016.

10.0 SIGNATURE

The proposal shall be signed in **blue ink** by a duly authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Proposer, and the name of the person who may be contacted during the period of proposal evaluation, if different from the signatory official.

11.0 FORMAT FOR PREPARING THE PROPOSAL

Proposals will be valid for ninety (90) days after Proposal Submission Date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date.

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, and bindings are neither necessary, nor wanted. It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Outline: All proposals must be assembled according to the following outline with all pages numbered in sequential order and must demonstrate understanding of the proposed scope of work.

Cover letter - This will serve as the official letter of transmittal signed by an owner, officer or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFQ and tendering an offer to CareerSource Central Florida.

ATTACHMENT A - Cover Sheet

EXHIBIT A - Cost/ Price Proposal Form

The Cost/Price Proposal Summary must be inclusive of all costs and must be submitted using **Exhibit A** form format.

EXHIBIT B - Past Performance Qualifications

ATTACHMENT B - Relationship Disclosure Form

ATTACHMENT C - Vendor General Provisions, Certifications and Assurances

ATTACHMENTS A, B and C must be signed and submitted with proposal.

No proposal will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the proposal will not be considered.
- b) Compatible - The proposal must be compatible with the goals and objectives of this request.

NARRATIVE

Proposers shall provide as part of narrative written responses for all statements under section 4.0 **MINIMUM QUALIFICATIONS**. Additionally, within the narrative Proposers shall provide at least two specific examples of successful contracts, completed or ongoing, within the past 36 months that demonstrate experience with local, state, or federal workforce services or programs.

Print all narratives on 8-1/2 x 11" plain white paper with margins of 1" on each side. All narratives must be printed in Arial 12-point font size. Double sided printing of pages is preferable, but not required. Each page of the proposal should be numbered sequentially at the bottom of the page. The Cover Letter, and Attachments A, B and C are not numbered.

Each proposal is limited to 12 pages (excluding Cover Letter and Attachments A, B and C and Exhibits) and should be prepared simply and economically, providing a straightforward response to this RFQ.

CareerSource Central Florida will not return proposals to Proposers. All proposals become the property of CareerSource Central Florida and will be a matter of public record, subject to the provisions of chapter 119, Florida Statutes. CareerSource Central Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFQ without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

12.0 PROPOSAL REVIEW AND CONTRACT AMOUNT

CareerSource Central Florida will award the contract based on what is in the best interests of CareerSource Central Florida. The contract will be awarded based on offers received considering price, experience, and negotiation of such contract with the successful Proposer. The assessment of experience will take into account such factors as understanding of the services needed, demonstrated skills, experience and ability to provide high quality service on time, and experience with local, state and/or federal workforce programs. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Proposer regarding calculation of the fees are relevant. Each

offer should, therefore, be submitted in the most favorable terms from a price and technical standpoint.

Final award of a contract will be contingent upon:

- Successful negotiation of a contract;
- Acceptance by the Proposer of the contract terms and conditions.

12.1 EVALUATION CRITERIA

CareerSource Central Florida reserves the right to reject any or all proposals, or to waive any specific technicalities or formalities in order to accept any proposals deemed to be in the best interest of CareerSource Central Florida.

Appointed representatives of CareerSource Central Florida Evaluation Committee (Committee) will coordinate the review and evaluation of all proposals and will serve as technical advisors to the CareerSource Central Florida Board of Directors. The Committee will make a recommendation as to which proposal best meets the needs of CareerSource Central Florida and which best satisfies the requirements detailed in this packet. The CareerSource Central Florida Board of Directors will make the final selection of the vendor in its discretion.

12.1.1 Evaluation Procedure

All complete bids will be evaluated according to the guidelines set forth in this RFQ. First, all bids will be evaluated as to their responsiveness to this RFQ. All non-responsive bids will be removed from further consideration. All responsive bids will then be evaluated according to the evaluation criteria listed below.

- A. Review Principles: CareerSource Central Florida intends to award the agreement for the required services to the agency that most meets the specific needs of its organization, not solely, or even primarily, on the basis of price. Proposals will be evaluated upon a combination of price and qualitative considerations. Qualitative considerations may include professional reputation, experience, expertise, and other factors. The Committee may request additional information while reviewing proposals from any or all respondents, The Committee reserves the right to contact and evaluate any respondent's references; contact any respondent to clarify any response; contact any of respondent's current or former clients or solicit information from any available source deemed pertinent to the evaluation process.
- B. Initial Screening: The Committee will make an initial review of all timely submitted proposals. At the initial review, or at a subsequent meeting, the Committee will rank the proposals received in general order based on the

criteria in this section as interpreted by the committee members in their individual discretion. The Committee reserves the right to consider criteria other than those listed below in the selection process.

- C. Interviews, Inspections, Best and Final Offer: Respondents may be required, and must be prepared to attend an interview with the Committee. The Committee may choose, at its sole option, not to interview all respondents or conduct any interviews. The Committee may reject any or all proposals submitted or, at its sole discretion, recommend to the CareerSource Central Florida Board of Directors that CareerSource Central Florida award a service agreement to the vendor that the committee deems is the best respondent, with or without any interviews. CareerSource Central Florida may ask all respondents, or only those determined to be within the competitive range, to submit a best and final offer, or to negotiate price and terms.

- D. Scoring: All proposals will be rated by the members of the Committee. The points given by each selection criteria category (see 12.1.2 Evaluation Criteria below) by individual Committee members will be averaged to determine a respondent's score for each category. Each respondent's category scores will be added to arrive at a total overall score. Although the Committee will use the category and overall scores as a guide, the Committee has the right to make its final recommendation based on the best interest of CareerSource Central Florida to depart from such scores.

12.1.2 Evaluation Criteria

The following criteria will form the basis upon which CareerSource Central Florida will evaluate proposals. Proposals which meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
Professional Qualifications <ul style="list-style-type: none"> A. Company credentials – description of professional licenses, certifications and affiliations held relevant to the work on projects (up to 10 points) B. Company size – number of staff (owners, partners, principals, managers and professional/technical employees) and their relevant credentials (up to 10 points) C. Expertise – description of knowledge and skills of each of the professionals that would be assigned to the project, and demonstrated expertise in federal grant fiscal practice, Florida's workforce development programs, and delivery of technical assistance to similar organizations (up to 10 points) 	30
Experience	

A. Related Engagements – description of the projects undertaken involving the review, evaluation, audit and/or development of administrative policies and procedures for federally funded entities (up to 20 points) B. Past performance – Appendix B – (up to 20 points)	40
Proposed Fees	25
M/W/VETBE Status	5
Total	100

13.0 **CONDITIONS AND LIMITATIONS OF THIS RFQ**

The following conditions are applicable to all proposals:

This RFQ does not commit or obligate CareerSource Central Florida to award a contract, to commit any funds identified in this RFQ document, to pay any costs incurred in the preparation or presentation of a proposal to this RFQ, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CareerSource Central Florida reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to CareerSource Central Florida at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and CareerSource Central Florida reserves the right to waive informalities and minor irregularities in proposals received. CareerSource Central Florida reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All proposals are subject to negotiation by CareerSource Central Florida.

CareerSource Central Florida reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between CareerSource Central Florida and the individual or firm selected.

CareerSource Central Florida may require the selected Proposer to participate in negotiations and to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

14.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

All Proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing, within three business days after the date of the notification of intent to award to selected vendors, to the President and CEO of CareerSource Central Florida. The appeal must state the specific reason for the appeal and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made;
- Unfair competition or conflict of interest in the decision making process;
- Any illegal or improper act or omission in connection with the solicitation or selection of the Proposer;
- Other grounds that may substantially alter CareerSource Central Florida's award decision.

The CareerSource Central Florida President and CEO will review the appeal and respond within ten (10) days after receipt of the letter from the aggrieved Proposer. Failure to file a protest within three (3) business days after the date of notification of intent to award the contract will constitute a waiver of the Proposer's right to appeal.

Cover Sheet

Name of Respondent: :
Business Address:
Phone:
Fax:
Years in Business:
DUNS Number: _____ FEIN Number: _____
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:
Name and Title: _____
Phone: () _____ Fax: () _____ Email: _____
<p>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to CareerSource Central Florida; 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 bidder 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 bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</p>

Signature of Authorized Representative

Date

Printed Name and Title

Relationship Disclosure Form

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President and CEO of CareerSource Central Florida; (ii) CareerSource Central Florida's current Board of Directors; and (iii) an employee of CareerSource Central Florida. A listing of CareerSource Central Florida's current Board may be found here:

<http://careersourcecentralflorida.com/about/board-committee-information/board-directors>

**QUESTIONS AND ANSWERS ABOUT THE
RELATIONSHIP DISCLOSURE FORM**

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Central Florida staff or board member; (2) a CareerSource Central Florida board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Central Florida; or (4) Respondent is a business associate of any CareerSource Central Florida board member.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Respondent means the individual(s) or firm making any proposal pursuant to this RFQ (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Central Florida staff or

board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract-for-hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

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

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes, until a vendor is selected.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the President and CEO of CareerSource Central Florida.

-END OF PAGE-

RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Central Florida.

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent: _____

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone () _____

Facsimile () _____

Part III

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ Date: _____

Signature of Respondent

Print name, title of person, and organization name of individual completing this form:

VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Vendor has failed to accept the **GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES** contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Vendor is providing the assurances and certifications as detailed below:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Vendor certifies, to the best of his or her knowledge & belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

IV. WORKER'S COMPENSATION RELEASE.

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Central Florida shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

V. COST ANALYSIS CERTIFICATION.

That the cost data presented on line-item budgets or bids related to this Agreement were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this

award, or modification, based on this data provides CareerSource Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete, or current as certified.

VI. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

VII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

VIII. RECORD RETENTION

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

IX. PROVISION AGAINST ASSIGNMENT

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

X. DAVIS-BACON ACT

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick-Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

XI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Vendor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

XII. AMERICANS WITH DISABILITIES ACT

Vendor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

XIII. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendors and Sub-vendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Sub-vendor to 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.

XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Vendor agrees to administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XV. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XVI. ENERGY EFFICIENCY

Vendor 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 Energy Policy and Conservation Act (Public Law 94-163).

XVII. ENVIRONMENTAL STANDARDS

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO 11514); (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended,

(P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XVIII. INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

XIX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded, in whole or in part, with Federal money, all Vendors receiving Federal funds shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XX. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed, and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one-year period at the end of this contract.

XXI. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten (10) days of notice of termination to the CareerSource Central Florida Consortium of Elected

Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties, as may be appropriate.

XXII. COMPLIANCE WITH TANF

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XXIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: 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.

Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXIV. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby 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 to provide any goods or services to a public entity; 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 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXV. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date

-END OF PAGE-

Proposer's Name: _____

Cost/Price Proposal Form

Provide the hourly rate of a qualified professional that typically would be assigned to a project of this type; also, please indicate your preference in contracting to perform these services, e.g., hourly rates with a not-to-exceed amount for the engagement; or a firm fixed price based on negotiated deliverables. Based on your preferences, we will negotiate deliverables in a contract accordingly.

State payments terms; and if applicable, any discounts offered for early payments.

	Amount
Hourly Rate	\$

Or

	Amount
Fixed Project Rate	\$

Past Performance Qualifications

Proposer's Name: _____

Describe your past performance for same or similar services describes in RFQ or comparable experience by completing the following:

Contract/ Project Title (e.g. Accounting Consulting Services for Florida Region 12 Workforce Investment Board):	
Buyer and Contact Information (include funding organization name/ address, primary point of contact [POC] name/title, POC telephone, and email address).	
Funding Source(s), if applicable	
Contract Type (e.g. Fixed Price, ID/IQ etc.)	Period of Performance:
Brief Summary of Project:	
Primary Contractual Performance Criteria:	Verifiable Performance Outcomes Achieved:

Please be brief and to the point. We do not expect a list of all performance criteria – include only the key points that you have determined to be related to the requirements of this RFQ. A maximum of one (1) page per project/contract and a maximum of three (3) projects is allowed. Respondents may list more than one (1) contract/project per page by simply duplicating the table on the page. The inclusion of any Florida-based projects/contracts is recommended.