



careersourcepolk.com

Request for Proposals

For

AUDIT SERVICES

For The Period

July 1, 2021 to June 30, 2022

RFP-PWDB-21-AS-01

Date Issued: February 18, 2022

DEADLINE FOR SUBMISSION: March 18, 2022

Direct Responses to:

Joylette Stevens, VP of Operations

CareerSource Polk

600 N Broadway Ave., Suite B

Bartow, FL 33830



Table of Contents

I. NOTICE.....	3
II. DESCRIPTION OF THE ORGANIZATION.....	3
III. SERVICES REQUESTED	3
A. AUDIT.....	3
B. IRS FORMS.....	4
C. MANAGEMENT AND ADVISORY SERVICES.....	4
IV. CAREERSOURCE POLK’S RESPONSIBILITY AND ASSISTANCE.....	4
V. FUNDING AVAILABILITY.....	5
VI. WORKING PAPERS	5
VII. DISCLOSURE	5
VIII. AGREEMENT.....	5
IX. PROPOSAL SOLICITATION	6
X. LETTER OF INTENT TO PROPOSE	6
XI. PROPOSAL REVIEW AND AWARD PROCESS.....	6
XII. NEGOTIATIONS	7
XIII. PROTEST PROCEDURES	7
XIV. PROPOSAL CONTENT INSTRUCTIONS.....	8
A. FORMAT	8
ATTACHMENT A – GENERAL PROVISIONS AND ASSURANCES.....	13
ATTACHMENT B – SUMMARY RATING FORM.....	18

I. NOTICE

This is a solicitation for proposals to obtain the services from Certified Public Accounting firms (herein referred to as the "Vendor") to perform an independent financial and compliance audit and management advisory services to the Polk County Workforce Development Board, Inc., d.b.a. CareerSource Polk (CSP). The audit will cover the entire operation of CSP for the Program/Fiscal Year ending June 30, 2022. We will use responses to this RFP to determine the best-qualified vendor for these audit services and as the basis for negotiating a contract.

II. DESCRIPTION OF THE ORGANIZATION

The State of Florida is the recipient of funding from the Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), and other job training programs. The Governor has designated Polk County as a Local Workforce Development Area for purposes of receiving workforce funding under each of these sources and for implementing the delivery of services required under each program.

CareerSource Polk is both the fund recipient and administrative entity for these programs. CareerSource Polk is an IRS recognized 501(c) (3) non-profit corporation governed by a volunteer board of directors, whose members are appointed by the Polk County Board of County Commissioners. The administrative and financial records are located at the CareerSource Polk office in Bartow, Florida. CareerSource Polk is the direct provider of career services and administers the programs required under each of its funding sources.

CareerSource Polk is responsible for ensuring it has appropriate audits conducted in accordance with Uniform Guidance or other appropriate guidance. An independent CPA firm conducts quarterly monitoring and semi-annual monitoring of internal operations.

III. SERVICES REQUESTED

A. AUDIT

An independent, organization-wide financial and compliance audit is to be conducted, completed, and submitted. The audit will cover all financial operations for the period of July 1, 2021 to June 30, 2022.

The audit will include the independent auditor's report on the financial statements including balance sheet, related statement of revenues, expenses, and changes in fund balances, statement of functional expenses, and the notes to the financial statements. The audit will also include an independent auditor's report on the Schedule of Federal Awards and State Financial Assistance.

As appropriate, the audit will include the independent auditor's supplemental reports on compliance with laws, regulations, contracts, and grants; compliance with general requirements applicable to WIOA, TANF, and other job training programs; compliance with specific requirements applicable to these fund sources; and internal control structure in accordance with government auditing standards.

The audit will be conducted in accordance with generally accepted audit standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. Audits should also be performed in accordance with Uniform Guidance, 2 CFR, Part 200-Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards; along with all regulations, policies and rules related to the applicable funding sources as issued by the U.S. Department of Labor, Florida's Department of Economic Opportunity, Florida Department of Children and Families, and CareerSource Florida, Inc. Each audit shall comply with the Florida Single Audit Act, FS 215.97, and Chapter 10.650 of the Rules of the Auditor General, most current revisions if audit coverage of financial assistance is provided by the State (such as General Revenue) rather than by the Federal Government.

Fieldwork for preparation of the audit may commence as early as August 15, 2022. The Vendor must schedule the audit so that all tasks are completed in a timely manner and the CareerSource Polk Board of Directors receive the final reports no later than Thursday, October 20, 2022. The Vendor will provide 15 bound copies and an electronic copy of each completed audit report.

During the audit fieldwork, the audit team will meet at least weekly with responsible CSP staff to provide updates on activities and concerns. If any problems are discovered, the President/CEO would determine whether to take appropriate corrective action at that time.

In addition to meeting with respective staff in preparing and reviewing the audit, the Vendor will provide an audit presentation to CareerSource Polk Finance/Audit Committee on Wednesday, November 2, 2022, Executive Committee and full Board of Directors on Thursday, November 17, 2022. Please contact Joylette Stevens or visit our website at www.careersourcepolk.com for 2022-2023 meeting dates and times.

B. IRS FORMS

As applicable, the Vendor will prepare IRS Forms 990, Return of Organizations Exempt from Income Tax.

C. MANAGEMENT AND ADVISORY SERVICES

CareerSource Polk may request the Vendor to provide additional professional services beyond successful completion of the audit and the IRS forms. The exact scope and nature of these management and advisory services have not been determined but will be consistent with the role and expertise of a Certified Public Accounting firm. Primarily, we may anticipate that services will be provided on an as-needed basis and as requested by the Board or CareerSource Polk's President/CEO throughout the term of the agreement.

IV. CAREERSOURCE POLK'S RESPONSIBILITY AND ASSISTANCE

CareerSource Polk retains the responsibility for ensuring that the financial statements and underlying financial data are accurate and complete. Furthermore, the CSP is responsible for maintaining an appropriate internal control structure; safeguarding assets; and abiding by all applicable laws, regulations, and policies.

CSP staff will make the following available to the Vendor: State and Federal monitoring reports; chart of accounts; trial balance; bank statements and reconciliations; general ledgers; cash receipts and disbursement journals; applicable Federal and State laws, regulations, and policies; and respective CSP policies. In addition, CSP staff will provide necessary clerical assistance (locating documents,

preparing forms, scheduling information, etc.), routine accounting information, and requested analysis for the Vendor.

V. FUNDING AVAILABILITY

At the time of this solicitation, we have not established the ceiling for funding to be dedicated to the activities solicited herein.

VI. WORKING PAPERS

All working papers, statements, schedules, reports, and memoranda made by the Vendor in the course of the duties described herein will be and remain the property of the Vendor. Copies must be available to appropriate CSP staff as requested to aid in audit resolution or for other necessary purposes.

The Vendor shall permit the appropriate divisions of: the State of Florida, the Governor of the State of Florida, the United States Secretary of Labor, the United States Secretary of Health and Human Services, the Inspector General of the United States Department of Labor, the Inspector General of the United States Department of Health and Human Services, the United States Comptroller General, the United States General Accounting Office, or their designated representatives, to have access to and make copies of the working papers and related documents relating to the professional services rendered. Copying costs will be paid by the requesting agency.

The working papers and related documents must be maintained and made available for inspection for a period of five (5) years from the date of the audit report or after all findings, claims, etc. have been closed, whichever is later. These records must be made available within a reasonable period at the CSP's Bartow Administrative office.

VII. DISCLOSURE

The Vendor will keep all documents and other information relating to these professional services confidential. Such information will only be disclosed to CSP's Finance/Audit Committee, the specific members of the Polk County Board of County Commissioners, and appropriate staff. Such information may also be made available to certain governmental agencies as specified in Section VI. Other than these exceptions, the Vendor will not publish, reproduce, or otherwise divulge such information--in whole or in part--nor authorize or permit others to do so.

VIII. AGREEMENT

The Vendor selected under this solicitation will enter into an agreement for professional services with CSP. The agreement will specify the duties of the parties and the terms of the engagement for the Program/Fiscal Year 2021-2022 audit. In addition, the agreement will provide CSP with the sole option to continue to receive the professional services of the Vendor for up to four additional, one-year periods beyond completion of the Program/Fiscal Year 2021-2022 audit (subject to the most current policy set by CareerSource Florida, Inc. and promulgated by the Florida Department of Economic Opportunity.)

Payment for professional services will be specified in the agreement. The Vendor will submit invoices on an incremental basis as work progresses. Final payment will be held until CSP accepts the audit report or upon acceptance of supplementary professional services.

IX. PROPOSAL SOLICITATION

A Request for Proposals (RFP) is being used as the method of solicitation to assure the greatest degree of open competition and to achieve the best technical proposals and services at the lowest possible cost. Public notice of this RFP has been published in the local newspaper designated by the Polk County Board of County Commissioners for such notices. All known entities recognized as being involved in the provision of services solicited will be sent a notification of this RFP. All requests for copies of this RFP will be honored by referring the requestor to the full text of the RFP that is posted on the CSP's website: www.careersourcepolk.com, <public notices>, <Requests for Proposals>.

The method of proposal solicitation represented herein, as well as the selection process, is in accordance with the laws governing the fund sources expected to be reviewed.

After the published deadline for receipt of proposals, all proposals become CSP property, become public information, and are available for inspection to any interested party. Duplication of any part or of an entire proposal will be subject to the CSP's established fees.

No changes, modifications, or additions will be made to a proposal after the submission deadline, unless required by the CSP's staff of all such submissions. CSP reserves the right to waive any minor technical irregularity.

X. LETTER OF INTENT TO PROPOSE

As a prerequisite to submitting a proposal, all prospective proposers must submit a Letter of Intent to propose to:

Joylette Stevens, Vice President Operations
CareerSource Polk
600 N. Broadway Avenue, Suite B
Bartow, Florida 33803

prior to 12:00 noon, Eastern Time, on **Thursday, March 3, 2022**. (Said letter may be emailed to administrator@careersourcepolk.com). The submittal of a Letter to Intent to Propose does not commit the sender to submit a proposal.

The prospective proposer is solely responsible for assuring that the Letter of Intent to Propose sent to CareerSource Polk arrives safely and on time. CareerSource Polk reserves the right to adjust the RFP schedule when it is in the best interest of CSP or to extend any published deadline in this RFP upon notification to those entities who have submitted a Letter of Intent to Propose by the time and date specified.

XI. PROPOSAL REVIEW AND AWARD PROCESS

CareerSource Polk may act to award an agreement under this solicitation based solely on a proposal as submitted. Therefore, proposals should describe all aspects of services proposed in the most favorable terms from both a price and a technical standpoint. CareerSource Polk reserve the right to request additional data in support of the proposal and/or to request that the proposer make a presentation about its proposal. All successful proposers may be required to participate in negotiations and submit any financial and/or other technical revisions to the proposal prior to final award of an agreement. Furthermore, CareerSource Polk reserves the right to reject any or all proposals submitted and/or to negotiate with all qualified sources. Receipt of a proposal does not

commit CareerSource Polk to authorize negotiations of an agreement, to pay any of the costs associated with preparation of the proposal, to reimburse a proposer for any costs incurred prior to the signing of an agreement, or to procure the requested professional services.

Award will be based on the review and rating of proposals. The initial review and rating will be done by a team of CareerSource Polk board members and staff using the evaluation criteria contained in Attachment B to this RFP. Their recommendations will first be presented to the CareerSource Polk Finance/Audit Committee on Wednesday, **April 6, 2022**, at 3:00 PM, Eastern Time (link to virtual meeting will be available upon request as early as March 7, 2022). The Review Committee's recommendation will be advanced to the Executive Committee to be approved on Thursday, April 21, 2022, at 10:00 AM. All meetings of the Board are open to the public and CareerSource Polk welcomes anyone who wishes to attend. The committee meetings are the forum where proposers may present questions regarding the proposal rating and recommendations.

The CareerSource Polk Executive Committee will decide upon a recommendation to the full Board to accept, reject, or accept with modifications the recommendation of the review team.

Proposers are welcome to attend the full Board meeting, scheduled for 11:30 AM, Eastern Time, on Thursday, May 5, 2022. The location of the meeting will be posted to CareerSource Polk's website no later than March 7, 2022. The approval of a proposal does not provide approval for any proposed cost, terms, and/or conditions. Representatives of the proposer and the representative CSP's staff will negotiate these details after full review and discussion of the proposed services and costs.

Final award of an agreement is contingent upon:

- Successful negotiation;
- Acceptance by the proposer of the agreement terms and conditions;
- Satisfactory verification of past performance, where applicable; and
- Acceptance by the proposer of responsibility for achieving the agreed to objectives.

XII. NEGOTIATIONS

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

XIII. PROTEST PROCEDURES

Any Vendor that submits a proposal in response to this RFP will receive fair and unbiased consideration. Should such a firm not be funded for these services and contends that the procurement process was flawed, then that firm may protest the funding decision in writing to the CSP's President & CEO within ten (10) days of the Board's decision. The President & CEO will attempt to resolve the protest in a reasonable manner and time frame. If the dispute cannot be resolved with the President & CEO, then the protesting Vendor can seek and may be granted an opportunity to appeal to the Executive Committee of the CareerSource Polk. The Executive Committee decision on all such matters is final.

XIV. PROPOSAL CONTENT INSTRUCTIONS

Vendors should read the entire RFP before preparing and submitting a response. Responses which do not follow the format, do not include all the minimum requirements specified in this RFP or are not submitted by the due date will not be considered.

This is a competitive procurement. Employees will not provide any information on responses from other proposals or other costs associated with similar or like projects, current or in the past.

A. FORMAT

1. Type the Proposal on 8½ x 11-inch white paper. An officer or employee having authority to bind the company should sign the proposal with blue ink. The proposal should include adequate information to evaluate the firm based on criteria set forth in this RFP.
2. Title page should include the RFP solicitation number and subject, the name of the Vendor's firm, local address, telephone number, fax number, email address, name of contact person, and the date.
3. A letter of transmittal should briefly state an understanding of the scope of services to be performed and make a positive commitment to perform the work within the established period. The vendor must also provide the names of the persons who will be authorized to make representations for the Vendor, their titles, addresses and telephone numbers. The Vendor must ensure that the person(s) signing the letter will be authorized to bind the Vendor.
4. Respond in the same order as the categories of information requested.
5. Each proposal should provide a complete and clear picture of the services to be provided and the characteristics of the Vendor and its personnel. The vendor must describe its organization, size, and structure. Indicate whether the firm complies with the registration, licensure, and permit requirements to practice as a public accounting firm in the State of Florida. The Vendor should indicate location of administrative office and years in business at that location. Indicate if appropriate, that the firm is a small, minority owned business or women owned business. Vendor should also include a copy of its most recent peer review.
6. Vendors are encouraged to keep quotes concise and to the point. The quote and attachments are to be standard size (8 ½ x 11). Elaborate artwork, expensive paper, and bindings are neither necessary nor wanted. Written material must be single-spaced, in 12-point font. Legibility, clarity, and completeness are essential. Do not respond by referencing material presented elsewhere. The response provided after the question shall be complete and stands on its own merits. A response of "will comply" or "see above" or a similar statement shall receive zero (0) points for scoring purposes. Failure to respond to any questions may result in disqualification of the proposal as non-qualified and the proposal not being scored.

7. Submit original and 10 copies of the proposal to the CSP's offices by 12:00 noon Eastern Time, on Friday, March 18, 2022. The original copy must contain an original signature in blue ink and be clearly identified as the "original copy" on its cover page. In addition to these "hard copies" of the proposal, the proposer must deliver an electronic copy (other than those documents so noted in Section XIV. B. 3 and 7) on a USB Flash Drive in Microsoft Word format.
8. Enclosed proposals in sealed envelopes and send to:

Joylette Stevens, Vice President Operations
Polk County Workforce Development Board, Inc. (CareerSource Polk)
600 N. Broadway Avenue, Suite B
Bartow, Florida 33803
9. Incomplete proposals, proposals submitted by fax or other electronic means (other than stated in Item #8 above), and proposals received after the above stated deadline will not be considered for any reason. The respondent is solely responsible for assuring that the proposal sent to CSP arrives safely and on time. Similarly, the respondent assumes the responsibility that its proposal meets all the requirements as set forth in this RFP.
10. Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any Board member, CSP staff, or any other person serving as an evaluator during this competitive procurement process. Respondents directly contacting Board members, Board committee members, CSP staff, or evaluators regarding this solicitation risk elimination of their proposals from consideration. Correspondence with the Vice President of Operations does not constitute ex parte communication.

B. INFORMATION REQUESTED

1. Vendor's organizational structure:
 - Firm's name
 - Corporation, partnership, or sole proprietorship
 - Corporate parent, subsidiaries, and/or affiliates
 - List of current directors/partners/principles/officers
 - Status as a "small firm" and/or "firm owned and controlled by socially and economically disadvantaged individuals" as stated in OMB Uniform Guidance
 - Location of main office and all other offices
2. Firm's qualifications:
 - Services generally offered to clients
 - Service specializations or concentrations
 - Staff size and positions
 - Relevant firm history
 - Experience in conducting audits of nonprofit corporations

- List recent, preferably local, nonprofit clients
- Experience in conducting audits of federal grant funds including WIOA and TANF
- List recent Florida audit clients, especially other workforce boards, that required audit of Federal fund sources
- Internal quality assurance practices and procedures
- Provide copy of most recent external peer review*
- Provide contact information for three references preferably for whom similar audit services have been provided *May be excluded from the electronic copy of the proposal.

3. Proposed client service team qualifications:

- Identify proposed team members
- Fully describe the qualifications of proposed team members (overall experience; nonprofit and/or federal fund auditing experience especially in conducting single audits; education; continuing professional education; etc.) Resumes may be included. For those positions that are currently vacant, provide full job descriptions listing qualifications.

4. Audit services:

- Understanding of audit scope of work
- Acknowledgement of regulatory requirements
- Methodology of audit work including expected assistance from the CSP's staff
- Planned audit timetable (at a minimum, start and completion dates)
- Capacity of the firm to achieve the audit timetable considering other client commitments.

5. Other professional services:

- Completion of requested IRS forms
- Management advisory and other services available
- Any other resources

6. Fees

a. Cost per thousand dollars

CSP has traditionally paid for audit services based on a flat rate per \$1,000 audited plus out-of-pocket expenses. As an example, the last audit conducted was priced at \$3.00 per thousand dollars audited. To make the audit proposals comparable, state your proposed audit fees in the same manner. The currently projected total expenditures for Program/Fiscal Year 2021, for the period ending June 30, 2022, are approximately \$10,000,000.

- i. Proposed audit fee based on number of dollars in fees per thousand dollars expended and audited for the program/fiscal years ending:

June 30, 2022 _____

June 30, 2023 _____

June 30, 2024 _____

June 30, 2025 _____

June 30, 2026 _____

- ii. Estimated out-of-pocket expenses to be charged for audit for the program/fiscal years ending:

June 30, 2022 _____

June 30, 2023 _____

June 30, 2024 _____

June 30, 2025 _____

June 30, 2026 _____

- b. Fixed fee basis

With this solicitation, CSP wants to consider as an alternative, a fixed fee basis.

- i. Fixed fee cost for Financial Audits of CareerSource Polk for the program/fiscal years ending:

June 30, 2022 _____

June 30, 2023 _____

June 30, 2024 _____

June 30, 2025 _____

June 30, 2026 _____

- ii. Fixed fee cost for each required Single Audit for the program/fiscal years ending:

June 30, 2022 _____

June 30, 2023 _____

June 30, 2024 _____

June 30, 2025 _____

June 30, 2026 _____

- c. Fee structure for management advisory and other services (list):

7. Other considerations

- a. Does the firm owe any repayment of funds to any Federal funding source?

- b. Has the firm ever been suspended or debarred from contracting with the Federal, State, or local government? (See Attachment A - General Provisions and Assurances)
- c. Has the firm or any of its current staff or principals been subject to any disciplinary proceedings by the Florida Board of Accountancy during the last three years?
- d. Attach a copy of the firm's fidelity bond. *
- e. Attach a copy of the most recent partnership or corporation license issued by the Florida Board of Accountancy. *
- f. Provide documentation from the SBA that proposer is a "small" firm for purposes of procurement. *
- g. Provide documentation that the proposer is a firm "owned and controlled by socially and economically disadvantaged individuals." *

*May be excluded from the electronic copy of the proposal

NOTE: CareerSource Polk is prohibited from contracting with its Board members, with an organization represented by one of its Board members or with any entity where a Board member has any relationship with the contractor.

A relationship means the Board member is an owner or a principal of the contractor or a principal of the contractor has retained the Board member or the parent organization or subsidiary of a corporate principal of the contractor has retained the Board member or a member's known relative, or Board member's business associate is an owner of the contractor.

ATTACHMENT A – GENERAL PROVISIONS AND ASSURANCES

The Polk County Workforce Development Board, Inc., dba CareerSource Polk, will not award a grant where the Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this agreement, the Vendor hereby certifies and assures that it will fully comply with the following:

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

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Vendor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. 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. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Vendor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Vendor assures that it will comply fully with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination based on disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination based on sex in educational programs.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination based on age.
- e. 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.

- f. 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.
- g. The American 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.
- h. Equal Employment Opportunity (EEO): The Vendor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor and its subcontractors 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 and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. 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, Vendor makes to carry out the WIOA Title I-financially assisted program or activity. Vendor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Vendor shall 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). The Vendor shall report any violation of the above to the contract manager. Energy Efficiency: The 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 the Energy Policy and Conservation Act (Public Law 94-163).

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental 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 hazards in 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). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND 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 Agreement is in excess of \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Vendor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CareerSource. No release of information by Vendor, if Federal or State law requires such release, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CareerSource Polk, 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.

8. MONITORING

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Vendor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Vendor's expense, at reasonable locations as determined by CareerSource. Vendor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Vendor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Vendor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133 (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 Vendor, 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 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. 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.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- b. CareerSource Polk 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.
- c. CareerSource Polk may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Vendor fails to provide any of the services it has contracted to provide; or
 - ii. Vendor fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CareerSource Polk.
- d. 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 days of notice of termination to the CareerSource Polk, 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 CareerSource Polk 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, CareerSource Polk will use all administrative, contractual or legal remedies allowed by law to provide for such sanctions and penalties as may be appropriate.

Vendor

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT B – SUMMARY RATING FORM

Proposer: _____

RATING SUMMARY

Points Awarded	Points Available	SELECTION CRITERIA
	0-40	A. Firm’s Qualifications
	0-36	B. Client Service Team’s Qualifications
	0-20	C. Audit Service Plan
	0-4	D. Other Professional Services
	0-100	E. TOTAL RATING

Rating Comments:

- Did the proposer provide documentation from the SBA that proposer is a “small” firm for purposes of procurement? ___Yes ___No

- Did the proposer provide documentation that the proposer is a firm “owned and controlled by socially and economically disadvantaged individuals?” ___Yes; ___No

- Include a brief narrative on whether the proposal is reasonable from a cost-value perspective especially when compared to other proposals received and the current price of \$3.00 per \$1,000 expended per audit for the last two program/fiscal years.

Rating Completed by: _____ Date: _____

RATING SHEET: RFP-PWDB-21-AS-01

Points Awarded	Points Available	SELECTION CRITERIA--FIRM QUALIFICATIONS
	0 - 3	Service specializations or concentration
	0 - 5	Experience in auditing nonprofit organizations
	0 - 15	Experience in auditing both WIOA and TANF funds
	0 - 5	Experience in auditing other federal grant funds
	0 - 6	Internal quality assurance
	0 - 6	External peer reviews
	0 - 40	Subtotal

Points Awarded	Points Available	SELECTION CRITERIA—CLIENT SERVICE TEAM’S QUALIFICATIONS
	0 - 15	WIOA, TANF, and/or other federal grant fund auditing experience
	0 - 11	Overall auditing and accounting experience
	0 - 10	Education and continuing professional education
	0 - 36	Subtotal

Points Awarded	Points Available	SELECTION CRITERIA—AUDIT SERVICE PLAN
	0 – 5	Understanding of audit scope and acknowledgement of regulatory requirements
	0 – 3	Methodology for audit work
	0 – 4	Expected assistance from CSP staff
	0 – 3	Audit timetable
	0 – 5	Capacity of firm to achieve audit timetable
	0 - 20	Subtotal

Points Awarded	Points Available	SELECTION CRITERIA—OTHER PROFESSIONAL SERVICES
	0 – 2	Ability and experience in providing management advisory and/or other services
	0 – 2	Any other resources that would be advantageous
	0 – 4	Subtotal