



**CareerSource**  
**RESEARCH COAST**

**Request For Qualifications**

**For**

**FISCAL & PROGRAMMATIC MONITORING**

**For The Period  
July 1, 2016  
to  
June 30, 2021**

**RFQ #15-002-MTR**

**Date Issued: December 14, 2015**

**DEADLINE FOR SUBMISSION: JANUARY 19, 2016 AT 4:30 PM**

**Responses should be directed to:  
Richard Stetson, President/CEO  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986  
(866) 482-4473**

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## GENERAL INFORMATION

### A. INTRODUCTION

CareerSource Research Coast (CSRC), the Region 20 Local Workforce Development Area, is seeking statements of qualifications from firms interested in providing independent fiscal and programmatic monitoring services for Program Year (PY) 2016-2017 (July 1, 2016-June 30, 2017). Please consider this document a formal request for qualifications (RFQ), responses to which will be used to determine the best qualified firm for these services and will be the basis for negotiating a contract. The contract may be extended for one (1) year at a time, up to four (4) additional consecutive years (PY ending 6/30/2021), if the performance of the provider so warrants. Renewal will be the option of the Board. The monitoring services are to be provided at least two times for fiscal purposes and for programmatic purposes.

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast is a not-for-profit corporation organized under the laws of the State of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). We have been certified by the Governor as a Local Workforce Development Area for the purposes of implementing programs authorized by the federal Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families, Wagner Peyser and related enabling legislation. Our principle function is the provision of, oversight of, and policy guidance to, the workforce development system in the three counties of Indian River, Martin and St. Lucie Counties.

CSRC, in most cases, operates and administers these programs directly. However in some cases, CSRC acts as a “pass through” organization awarding federal funds to sub-recipients. However, it remains our primary responsibility to ensure that our organization, as well as sub-recipients, adhere to government wide and program specific requirements set forth in the grant agreements through the use of effective monitoring resources.

### B. SCOPE OF WORK

Because the purpose and objectives of the monitoring effort may differ from each sub-recipient, the extent and scope of monitoring services may vary. The final monitoring schedule and agreed upon procedures will be a negotiated part of the contract.

#### 1. Administrative/Fiscal Monitoring

The scope of the administrative and fiscal monitoring includes tests, where appropriate, of whether CSRC and its sub-recipients, receive, disburse, safeguard and account for funds in compliance with the terms and conditions of the sub award, applicable federal, state statutes and regulations.

In addition to compliance testing in these areas, monitoring encompasses examination of CSRC and sub-recipients' procedures and practices to determine the extent to which, in the monitor's opinion, such practices are efficient and effective.

#### 2. Programmatic Monitoring

The scope of programmatic monitoring includes tests to determine whether CSRC and its sub-recipients 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.

In addition to compliance testing in these areas, monitoring encompasses examinations of procedures and practices to determine the extent to which, in the monitor's opinion, such practices are efficient and effective.

#### 3. Staff Training and Technical Assistance

The firm selected and engaged, as a result of this RFQ, must be willing to provide selected CSRC staff technical assistance and training in monitoring concepts, procedures and techniques as part of its contracted services.

#### 4. Work Product

The principle work product of the monitoring effort is a written report that details the results and opinions of the monitor with respect to the tests and examinations conducted.

## C. FIRM QUALIFICATIONS

Should your firm be interested in providing these services, please include the following information in your response:

1. Cover letter that includes:
  - a. Legal name of firm
  - b. Address
  - c. Name and title of firm owner, principal or managing partner
  - d. Federal Employer Identification Number (FEIN)
  - e. Dun and Bradstreet (D&B) number
  - f. Organization type (Private for profit, non-profit or governmental corporation, sole proprietorship, community based organization, etc.)
  - g. Phone/FAX number and email address/website of the firm
  - h. Name of primary contact for the RFQ
  - i. Phone/FAX number and email address of the primary contact
2. Firm's experience in providing monitoring services to workforce development boards:
  - a. Provide a brief description of your firm.
  - b. Describe the engagements your firm currently has in the workforce development industry. If partners or other employees serve in an advisory capacity, please list such positions.
  - c. Indicate the levels of individuals who would be assigned to this engagement and explain how your firm will provide continuity of staff throughout the engagement.
  - d. Describe your firm's basic approach to performing monitoring service and the resulting advantages which will accrue to our organization. You should identify how a monitoring engagement is planned and scheduled; the level of partner and manager commitment; quality control mechanisms; and other areas you feel are important.
3. Other Services Available:

Please indicate that your firm is willing and able to provide training and consultation services, as an element of a successfully negotiated contract for monitoring services, to CSRC staff in fiscal and programmatic monitoring concepts, procedures, and techniques.
4. Scope of Monitoring Services:
  - a. State what effective methods you have used in similar engagements to monitor recipient activities.
  - b. State what specific experience you have in monitoring engagements with federally funded organizations.
5. Fees:
  - a. Provide information regarding your fee schedule for an engagement of this type, including the expected rate per hour of each staff. State whether out-of-pocket expenses are included in your fee schedule.
  - b. Based on your understanding of the scope of the project described in the RFQ, please provide an estimate of the total number of staff hours required to complete the engagement.
6. References:

Please provide a listing of clients we may contact. Clients listed should be similar in nature to our organization and be serviced by the same staff who would be assigned to this engagement. Please include specific contact name and telephone number.
7. Other Information:

Please include any additional information not already requested that you consider essential to your response. If there is no additional information to include, please state, "There is no additional information we wish to present."

## GENERAL PROPOSAL INSTRUCTIONS

Proposers are advised to read this entire request for qualifications before preparing and submitting a response. Responses which do not follow the format, do not include all the minimum requirements specified in this RFQ or are not submitted by the due date will not be considered.

CSRC will provide clarifying information about this request only. CSRC is not available for technical assistance or advice. All questions regarding the RFQ must be submitted, in writing, and directed to Brian Bauer, at [bbauer@careersourcerc.com](mailto:bbauer@careersourcerc.com). Questions must be submitted by January 5, 2016. All questions and answers will be posted on the website at [www.careersourcerc.com](http://www.careersourcerc.com) as they are received and answered.

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

Proposals and modifications thereof are to be enclosed in sealed envelopes and addressed to:

Richard Stetson, President/CEO  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986

Please show the solicitation number RFQ #15-002-MTR and the name and address of the proposer on the front of the envelope. Proposals are to be received in the CareerSource Research Coast's administrative office (address above) no later than 4:30 p.m. on Tuesday, January 19, 2016. All proposals will be date stamped as of the date and time received.

Proposer's hand-delivering proposals will be responsible for ensuring that their proposal is date stamped and the time entered on the envelope at the time of drop-off.

Proposals may be modified or withdrawn by written notice. Modifications must be received at the above address prior to the date specified for receipt of proposals. No modifications will be accepted after the date and time noted above. Withdrawals will be accepted any time prior to execution of a contract.

All proposals must conform to the proposal format described later in this document and contain all the requested information and attachments.

Five (5) copies of the response and one electronic copy all on company letterhead must be submitted – one (1) copy bearing original signatures in **blue** ink, where required.

Proposers are encouraged to keep quotes concise and to the point. The quote and all attachments are to be standard size (8 1/2 x 11).

CSRC will furnish no material, labor or facilities for either development of a proposal or completion of the desired project unless otherwise provided for in this RFQ.

### **SOLICITATION TIMELINE**

Mailing/advertising of RFQ	December 14, 2015
Questions related to the RFQ	January 8, 2016
Proposals Due	January 19, 2016 at 4:30 pm
Technical Review	January 21, 2016
Rating Team Review	on or before February 29, 2016
CareerSource Research Coast's Approval/Contract Award	April 27, 2016
Contract Completion	July 1, 2016

## PROPOSAL SUBMISSION

### A. PROPOSAL DEADLINE

The Proposer must submit one (1) electronic copy, one (1) original and four (4) copies (total of 5 copies) of the response plus attachments (Proposer's Acceptance of General Provisions, Assurances and Certifications) to CareerSource Research Coast no later than 4:30 p.m. EST on Tuesday, January 19, 2016, in order to be considered. **Proposals delivered after the time specified will not be considered.** Changes, modifications or additions cannot be made to a proposal after the submission date.

### B. INQUIRIES

Inquiries concerning the RFQ should be directed to Brian Bauer, at [bbauer@careersourcerc.com](mailto:bbauer@careersourcerc.com). All requests must be made in writing.

### C. CONDITIONS OF PROPOSAL

The following conditions are applicable to all proposals:

1. CSRC reserves the right to reject any and all proposals, in whole or in part, and to accept any proposal that is deemed most favorable to CSRC at the time and under the conditions stipulated in this RFQ.
2. Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CSRC reserves the right to waive informalities and minor irregularities in the proposals received.
3. CSRC reserves the right to request additional information from proposers for clarification or to allow corrections or errors or omissions, if in the best interest of the Board.
4. All proposals are subject to negotiation by CSRC.
5. CSRC 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 firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSRC and the firm selected.
6. All costs incurred in the preparation of a proposal responding to this RFQ will be the responsibility of the Proposer and will not be reimbursed by CSRC. The Proposer must, at their own expense, obtain all necessary permits and pay all licenses, fees, insurances and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the proposed contract.

### D. SUBMITTAL OF PROPOSALS

The proposal should be addressed as follows:

Richard Stetson, President/CEO  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986

It is important that the Proposer's response be submitted in a sealed envelope and be clearly marked in the lower left hand corner with the following information:

Qualifications for Fiscal & Programmatic Monitoring  
RFQ #15-002-MTR  
4:30 p.m., Tuesday, January 19, 2016  
SEALED BID

Failure to do so may result in premature disclosure of your proposal.

### E. INITIAL TECHNICAL REVIEW

All timely proposals received will be reviewed by CSRC employees to determine if they are responsive and if the proposals are eligible for further consideration. Proposals may be judged nonresponsive and removed from further consideration if the proposal is not received timely in accordance with the terms of this RFQ, does not include the required information; does not include the required certifications and is not adequate to form a judgment by the reviewers that the proposal meets the needs of CSRC and the intent of this RFQ.

## **F. REVIEW BY RFQ REVIEW TEAM**

An RFQ Review Team will be organized to review and rate proposals. This team will review proposals successfully passing the initial technical review. Proposals will be evaluated using a point system. The Team will review and discuss their evaluations of all proposals, combine the individual scores and arrive at a composite technical score for each proposal. These scores will be used to determine the most advantageous contract award for CSRC.

## **G. SMALL AND/OR MINORITY-OWNED BUSINESSES**

Efforts will be made by CSRC to utilize local small business, minority or women-owned businesses. A Proposer qualifies as a small business firm if it meets the definition of "Small Business" as established by the Small Business Administration (13 CFR 21.3-8) by having average annual receipts for the last three fiscal years of less than four million dollars.

## **H. PROPOSAL ACCEPTANCE/PROTEST**

This request for quotes does not obligate CSRC to award a contract. CSRC reserves the right to accept or reject any or all proposals received. The contract, if awarded, will be for five (5) years with a one (1) year contract to be renewed annually based upon performance.

Any award resulting from this request will be based on the firm's stability and experience related to this RFQ and the firm's ability to handle the tasks noted in this RFQ.

CSRC reserves the right to waive informalities and minor irregularities in offers received.

Before a contract is offered, the proposer must submit the required certifications provided later in this packet. **If you are unable to provide this information, please do not submit a proposal.**

CSRC may award a contract based on initial proposals received without negotiation of such proposals. Therefore, each initial proposal should be submitted on the most favorable price and technical terms. CSRC reserves the right to request additional information, oral discussion or presentation in support of written proposals.

All proposers have the right to protest the award. Parties wishing to protest a contract award may submit their objections in writing within 10 days of the award date to the President/CEO of CSRC who will provide the information to CSRC's Executive Committee. This committee will investigate the complaint and issue a written finding and resolution to the protesting party within 45 days of the receipt of the complaint.

This protest procedure provides recourse to proposers who believe that their proposal did not receive proper consideration. Proposers entering a protest should be prepared to document specific factors that put the aggrieved proposer at a competitive disadvantage and/or document violations of specific sections of state or federal regulations, CareerSource Florida and the procedures set forth by this RFQ. CSRC reserves the right to refuse to consider an appeal that does not identify specific procedural shortcomings.

## **I. NEGOTIATIONS**

A contract will be negotiated with the first ranked Proposer, and if negotiations are successful, that Proposer will be recommended to the CSRC Board of Directors for award. In the event negotiations are not successful, negotiations with that Proposer will be terminated and negotiations begun with the second ranked Proposer and so forth until negotiations are successfully completed to the satisfaction of CSRC or until all acceptable proposals have been rejected.

## **J. NOTIFICATION OF AWARD**

Upon conclusion of final negotiations with the successful Proposer, all Proposers will be notified in writing of their status. The final award decision will be made no later than April 27, 2016 and contract negotiations may commence any time following that date.

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 Research Coast.

Part I: Information on Respondent

Legal Name of Respondent: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Part II:

Is Respondent a relative of any CareerSource Research Coast principal?  Yes  No

Is any CareerSource Research Coast principal an employee of respondent?  Yes  No

Is Respondent an employee of any CareerSource Research Coast principal?  Yes  No

Is Respondent a business associate of any CareerSource Research Coast principal?  Yes  No

If you responded "Yes" to any of the above questions, please state with whom and explain the relationship (use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 of which CareerSource Research Coast awards an agreement for Fiscal & Programmatic Monitoring. 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.

\_\_\_\_\_  
Printed Name/Title of Person Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CAREERSOURCE RESEARCH COAST REGION 20 WORKFORCE BOARD MEMBERS**

- |   |  |
|---|--|
| 1. Werner Bols, President                                       | Bols Construction                                  |
| 2. Pamela Burchell, Vice President of Community Relations       | Treasure Coast Hospice                             |
| 3. Helene Caseltine, Director of Economic Development           | Indian River County Chamber                        |
| 4. Robert Cenk, Vice President                                  | HomeCrete Homes, Inc.                              |
| 5. Suzanne Desposati, Counselor Analyst                         | Vocational Rehabilitation                          |
| 6. Carrol Frischkorn, Vice President                            | Frischkorn Builders                                |
| 7. Pamela Houghten, Vice President of Administration & Outreach | Torrey Pines Institute for Molecular Studies       |
| 8. Kim Johnson, Commissioner                                    | St. Lucie County                                   |
| 9. Peter Kemp, President  | Huston's Commercial Interiors                      |
| 10. Dr. Edwin Massey, President                                 | Indian River State College                         |
| 11. Robert McPartlan, Community Development Administrator       | Department of Children & Families                  |
| 12. Sean Mitchell, Business Manager                             | Ironworkers Local Union 402                        |
| 13. Terrance Moore, CEO   | Moore Solutions, Inc.                              |
| 14. Debbie Perez, Corporate Director                            | Martin Health Systems                              |
| 15. Dr. Mark Rendell, Superintendent                            | Indian River County School Board                   |
| 16. Kurtis Riley, Vice President                                | Advanced Machine & Tool, Inc.                      |
| 17. Vickie Rodriguez, President                                 | St. Lucie County CTA/CU                            |
| 18. T. Patrick Shepherd, Financial Analyst                      | Primerica Financial Services                       |
| 19. Waldo Tames, President/CEO                                  | LF Employee Leasing & Labor Finders of Florida LLC |
| 20. Wayne Teegardin, Veteran Services Manager                   | St. Lucie County                                   |
| 21. Pete Tesch, Executive Director                              | Economic Development Council of St. Lucie          |
| 22. Maddie Williams, President                                  | Treasure Coast Builder's Association               |

**CAREERSOURCE RESEARCH COAST, REGION 20,  
TREASURE COAST WORKFORCE CONSORTIUM MEMBERS**

- |                               |                     |
|-------------------------------|---------------------|
| 1. Wesley Davis, Commissioner | Indian River County |
| 2. John Haddox, Commissioner  | Martin County       |
| 3. Paula Lewis, Commissioner  | St. Lucie County    |

**VENDOR CONTRACT CERTIFICATIONS**

On behalf of the Vendor:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.
- B. The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.
- C. The individual signing certifies that he/she has read and understands all of the information in this agreement, including the information on the programs/grants/contracts/regulations and laws. Ignorance of the requirements will not relieve the Vendor from liability and obligations under the contract.
- D. The individual signing certifies that the Vendor and any individuals to be assigned to the agreement do not have a record of substandard work or found in violation of any state standards. If the Vendor or any individual to be assigned to the agreement has been found in violation of any state or professional standards at any time, this information must be disclosed.
- E. The individual signing certifies that the Vendor and any individuals to be assigned to the agreement have not been disbarred or suspended under Federal or State rulings from participating in receipt of funds under the agreement. The individual signing must also certify that the organization will not enter into contracts with subcontractors who are debarred or suspended from these transactions, nor are they presently retained by any of the Board's current Proposers.
- F. The individual signing certifies that the Vendor will not use contract funds to lobby and will freely sign the attached Byrd Anti-Lobbying Certification (Attachment G).
- G. The individual signing certifies that the Vendor carries Worker's Compensation coverage for its employees and will freely sign the attached Worker's Compensation Release form (Attachment E).
- H. The individual signing certifies as to the Vendor's Federal Employer's Identification Number (FEIN) and will provide the number to the Board's Financial Department.
- I. The individual signing certifies that the Vendor is bound by federal, state or local affirmative action/EEO rules and that it has filed all required EEO reports to cognizant government agencies.
- J. The individual signing certifies that if there is a subcontract or partnership effort it must be fully explained and that signed certifications will be required by the Board from the principals of all firms.
- K. The individual signing certifies that the Vendor will comply with requirements of the Workforce Development Board of the Treasure Coast's General Provisions and Assurances (Attachment I).

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Vendor

---

Name and Title of Certifying Representative

---

Signature of Certifying Representative

---

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. The Proposer certifies to the best of its knowledge and belief, that it and its principal:
  - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - B. 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 statement, or receiving stolen property;
  - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Board.

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Vendor

---

Name and Title of Certifying Representative

---

Signature of Certifying Representative

---

Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(a); FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to: The Workforce Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime; or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; however, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ ,  
 (name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires: \_\_\_\_\_

BYRD ANTI-LOBBYING CERTIFICATE

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

APPLICABLE TO THIS CONTRACT: Yes:  No:

The undersigned Vendor certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS ASSURANCE STATEMENT**

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:

- Section 188 of the Workforce Innovation & 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 WIA Title I- Financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- 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 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the 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; and

The Vendor also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For construction contracts in excess of \$10,000, the Vendor will comply with Executive Order 11246 of September, 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

Failure to comply with these provisions may result in termination of any contract or agreement with the Workforce Development Board-Region 20.

I certify that I have read the above statement and on behalf of \_\_\_\_\_ agree to comply fully with the provisions contained therein.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

## GENERAL PROVISIONS AND ASSURANCES

The Contractor 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 Contractor 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 provisions of the Workforce Investment Act of 1998, 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: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor 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 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, Contractor 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 Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor 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).

Contractor 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).

### 3. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding Client 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. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client 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 Client. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

### 4. 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.

**5. MONITORING**

At any time and as often as Client, 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, Contractor 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 Contractor's expense, at reasonable locations as determined by Client. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

**6. 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. 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.
- c. The Board 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 the BOARD.
- 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, 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.

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Vendor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

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Date

INITIAL TECHNICAL REVIEW –RFQ #15-002-MTR

PROPOSER: \_\_\_\_\_

Did the proposal meet all of the following criteria? If not, the proposal may not be submitted for further review.

Proposal met due date and time: Yes  No

Proposal included one original, four copies and an electronic version? Yes  No

Original proposal contains representative signature(s) in blue ink? Yes  No

Proposal was submitted will all required information provided? Yes  No

Proposer included a list of clients for contact? Yes  No

Proposer provided a fee schedule as requested? Yes  No

Proposer indicated a financial relationship with either CareerSource Research Coast Board of Directors or the Treasure Coast Workforce Consortium and the relationship is a conflict of interest? Yes  No

**Employees Review Results:**

Proposer has previously provided services to CareerSource Research Coast or other similar government funded programs? Yes  No

If yes, employees will prepare a statement to indicate past performance, cost, and note any outstanding issues. All outstanding issues must be resolved prior to consideration of a new contract. Yes  No

References were contacted by CareerSource Research Coast’s employees and the information indicates the provider is capable of delivering the services requested? Yes  No

**FORWARD TO THE RATING COMMITTEE** Yes  No

Technical Review Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

**RATING SHEET FOR RFQ #15-002-MTR**

PROPOSER: \_\_\_\_\_

DATE RATED: \_\_\_\_\_ SCORE: \_\_\_\_\_ RANK: \_\_\_\_\_

SCORING: Total Possible Score: 100

**Raters:** Evaluate each of the following areas and record your response (score) in the blank provided at the end of each question or statement. Explain your evaluation in the Comments.

**RATING CRITERIA**

**SCORE**

1. The proposer appears qualified to perform the work requested: \_\_\_\_\_  
 (Has recent auditing experience. Registration, licensure, and permits are in compliance. Firm has staff experienced at governmental auditing. Firm is licensed and insured and meets the independence standards of *Governmental Auditing Standards*.)

More Than Adequate ..... Not Adequate  
 10                                  8                                  5                                  3                                  0

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. The staff that will actually perform the audit appears qualified to perform the work requested.: \_\_\_\_\_  
 (At least one is licensed as a CPA. All have auditing experience. The relationship of staff to the Workforce Development Board is free of conflicts of interest. Education, training and experience are extensive. Resumes are attached.)

More Than Adequate ..... Not Adequate  
 10                                  8                                  5                                  3                                  0

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. The firm appears to have a sound quality control system: \_\_\_\_\_

Is Sound ..... Is Not Sound  
 5                                  4                                  3                                  2                                  0

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. The firm consistently addressed the services requested in the RFQ: \_\_\_\_\_  
 (Proposal contained a statement regarding experience of work to be performed.)

Very Consistent ..... Not Consistent  
 10                                  8                                  5                                  3                                  0

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. The firm appears to be able to meet the proposed timetable for completing the audit: \_\_\_\_\_  
(Proposed staffing appears adequate)

More than Capable.....Not Capable  
5 4 3 2 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The firm provided quality references: \_\_\_\_\_

High Quality ..... Low Quality  
10 8 5 3 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The firm has a demonstrated record of meeting performance requirements: \_\_\_\_\_  
(The firm has experience auditing WIOA, Wagner Peyser and TANF programs.)

Extensive Experience/  
Outstanding Performance ..... No Experience/  
No Performance  
10 8 5 3 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. The firm is able to offer a full array of accounting and consulting services on an ongoing basis: \_\_\_\_\_

More than Capable.....Not Capable  
10 8 5 3 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. The cost to perform the service appears reasonable: \_\_\_\_\_

Very Reasonable.....Not Reasonable  
10 8 5 3 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. The overall proposed cost compares favorably with other proposals received and/or cost information provided: \_\_\_\_\_

Very Favorable.....Not Favorable  
20 15 10 5 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL ALL POINTS (Add scores 1-10):** \_\_\_\_\_  
**(Total)**

**RATED BY:** \_\_\_\_\_  
**Signature**

Other comments or concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_