



REQUEST FOR PROPOSALS

RFP #CSB18-507-001

ADMINISTRATIVE SERVICES:

Financial Auditing

Program and Fiscal Monitoring

May 1, 2017

**BREVARD WORKFORCE DEVELOPMENT BOARD, Inc. d/b/a
CareerSource Brevard
297 Barnes Blvd.
ROCKLEDGE, FLORIDA 32955
(321) 394-0700**

Proposals Due: June 5, 2017

Request for Proposal

For Financial Auditing, Program and Fiscal Monitoring

PART I – General Information

A. BACKGROUND

The Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard (herein referred to as the Board or CSB) is a private non-profit corporation that serves as the grant recipient and administrative entity of programs under the Workforce Innovation and Opportunity Act (WIOA), and Florida Workforce Innovation Act of 2000, as amended. The mission of CSB is to facilitate and be the catalyst for training and educational services that are responsive to the employment needs of Brevard County.

CSB is requesting proposals from qualified firms to provide administrative services in the areas of 1) financial auditing, and 2) program and fiscal monitoring. The initial period of performance for contracts awarded under this RFP will be from on or about July 1, 2017 through June 30, 2018, provided performance remains acceptable during that period. CSB shall have the option, in its sole and absolute discretion, to renew the contract for four additional terms of one year each. The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP.

Year	Contract Phases	Contract Period	
		From:	To:
1	Initial	On or about July 1, 2017	June 30, 2018
2	Option 1	July 1, 2018	June 30, 2019
3	Option 2	July 1, 2019	June 30, 2020
4	Option 3	July 1, 2020	June 30, 2021
5	Option 4	July 1, 2021	June 30, 2022

The terms and conditions stated herein as Part I apply to all areas of services identified in Part II.

It is the intent of the Board to award individual contracts for each of the two service areas identified in this solicitation to two different firms. Respondents may submit a proposal to either of the areas of service however separate proposals for each area of service must be complete, stand alone on their own merits and be submitted under separate cover from each other. Combining areas of service under one proposal may be grounds for rejecting a proposal. In accordance with Florida Statute Sections 607.1501, 608.0902, and 620.1902, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Any organization awarded a contract as the result of this solicitation will be required to be authorized and licensed to conduct business in the state of Florida prior to contract execution.

Any contract awarded under this RFP is subject to available funding. The specific method of payment for services to be rendered shall be as set forth in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished to CSB’s satisfaction, and submittal of a correct invoice with supporting documentation.

For any contract awarded as a result of this RFP, the Contractor shall supply all personnel, labor, materials, equipment and supplies necessary in performance of the contract.

Subcontracting of any services awarded under this solicitation is not allowed without the prior express written consent of CSB.

Financial Auditing and Program and Fiscal Monitoring are to be performed in accordance with the Generally Accepted Auditing Standards, Government Auditing Standards (CFR Chapter II, Part 200, CFR Chapter II Part 2900, OMB ICR 1205-461 for the ETA 9130), and the guidelines set by the U.S. Department of Labor, U.S. Department of Health and Human Services and any other federal, state or municipal specifications as may be necessary.

B. PROPOSAL SCHEDULE

The following schedule represents CSB’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day shall be from 8am to 5pm Eastern Daylight Savings Time (EDST). CSB reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Any schedule changes will be noted on the CSB website at <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>

Action	Date
RFP issued	May 1,2017
Questions/Clarifications from prospective bidders. Must be in writing to address below, e-mailed to rlpre@careersourcebrevard.com or faxed to R. Lepre at 321-504-2065	Questions must be received by 2 p.m. (EDST) May 15, 2017. Submitted questions past this period will not be responded to.
Responses to questions posted on https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements	May 18, 2017
Proposals due to CSB	June 05, 2017 no later than 2 p.m. (EDST)

Anticipated date of Notice of Intent to Award posted on https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements	June 15 , 2017*
Anticipated negotiation and contract finalized	June 19-23, 2017*
Commencement of effort	July 1, 2017*

*Dates are dependent upon types and levels of approval required by CSB.

Proposals, Requests, Notices and Questions are to be submitted to:

Richard Lepre, Contracts Officer
 BREVARD WORKFORCE BOARD
 D/B/A CareerSource Brevard
 297 Barnes Blvd.
 Rockledge, FL 32955
 ATTN: RFP# CSB18-507-001
 Email: rlepre@careersourcebrevard.com
 Fax: 321-504-2065

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following CSB posting the notice of intent to award on the CSB website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements> any CSB employee, officer, or member of the board of directors concerning any aspect of this solicitation, except in writing to the CSB Contracts Officer noted above. Violation of this provision may be grounds for rejecting a proposal.

CSB will post all notices and addenda relative to this procurement on the CareerSource Brevard Website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

Electronic Posting of Notice of Intent to Award. Based on the evaluation, on the date indicated on the Schedule, CSB shall electronically post a notice of intended award at <https://careersourcebrevard.com/public-notices>. If the notice of award is delayed, in lieu of posting the notice of intended award, CSB shall post a notice of the delay and a revised date for posting the notice of intended award. CSB shall not provide notices of award by

any other means.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal.

All proposals received by the date and time specified above will be recorded in with the date and time of receipt. Proposals delivered after the deadline will not be accepted.

There will not be a pre-bid conference for this solicitation.

C. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of the solicitation provision may be accessed electronically at the following addresses. This address list is not inclusive and it remains the responsibility of each Respondent to research the related laws and regulations of prevailing legislation.

United States Code (USC): <http://uscode.house.gov/download/download.shtml>

Code of Federal Regulations (CFR): <http://www.access.gpo.gov/nara/cfr/waisidx/>

Federal Register (FR): <https://www.federalregister.gov/>

Florida Statutes (FS):

<http://www.flsenate.gov/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>

State Workforce Board Guidance, Policy, Memoranda, Communiques, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]):

<http://www.floridajobs.org/workforce-board-resources>

Executive Orders (EO): <http://www.archives.gov/federal-register/executive-orders/disposition.html>

Office of Management and Budget (OMB):

https://obamawhitehouse.archives.gov/omb/circulars_default/

Federal Information Processing Standards (FIPS):

<http://csrc.nist.gov/publications/PubsFIPS.html>

US Department of Labor/Employment & Training: <https://www.doleta.gov/wioa/>

29 CFR Part 95, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations.

Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*) and associated Final Rules

Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)

Hatch Act (5 USC 1501-1508 and 7328)

USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.

USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations

Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e))

New Restrictions on Lobbying (31 USC § 1352)

Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)."

EO 12549 and 12689, "Debarment and Suspension"

5 USC App.3 § 1 et seq. (as amended) "Inspector General Act of 1978"

Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702)

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812),

False statements (18 U.S.C. §§ 287 and '1001),

False Claims Act (31 U.S.C. 3729 et seq.)

37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements"

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants

29 CFR, Part 37 Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998

29 CFR, Part 96 Audit Requirements for Grants, Contracts and Other Agreements

Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d *et seq.*

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973 as amended

20 U.S.C. 1681 et. seq Title IX of the Education Amendments of 1972 as amended

42 U.S.C. 6101, et seq. The Age Discrimination Act of 1975 as amended, 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.

42 USC, 126 and 47 USC, 5, and Public Law 101-336 American with Disabilities Act of 1990, as amended.

Florida Department of Economic Opportunity/Workforce Florida, Inc. - Regional Workforce Board Guidance, Policy, Memoranda, Communiques, and Monitoring Tools, as amended.

PART II – Individual Scope(s) of Work

AREA OF SERVICE ONE – FINANCIAL AUDITING SERVICES

Total Possible Points – 100

Background Information

CSB will require CPA services to perform a financial and compliance audit for its workforce programs and operations. The Board's records are to be audited for the period of July 1, 2016 through June 30, 2017. The successful Respondent is to transmit the draft audit report on or before October 31, 2017. The final audit report is due no later than the CSB Board of Directors meeting each November (November 16th for 2017) unless otherwise agreed to by CSB). CSB shall have the option, in its sole and absolute discretion, to renew the contract for four additional terms of one year each.

The Respondent is required to prepare audit reports in accordance with the Federal Single Audit Act of 1984 (Public Law 98-502), the Federal Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants The audit must be conducted in accordance with applicable auditing standards set forth in the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (Government Auditing Standards), the Florida Single Audit Act and the Department of Economic Opportunity Guidance Paper AWI FG 05-019, "Audit and Audit Resolution Responsibilities."

CSB will provide the auditor with reasonable workspace, desk and chair with access to a telephone, copier, internet connection and fax. Interested Respondents who wish to review prior audit reports should contact the CSB Contracts Officer as stated in the General Information section of this RFP.

Respondents shall have experience with, and knowledge of, the federal workforce

investment system, the services and programs associated with it and employ a team who can promptly respond to CSB needs. The ability to provide quality services, flexibility, and timely response to CSB requirements is of paramount importance to the Board.

CSB has an annual budget of approximately \$9.5 million. Accounting records are maintained on an automated system using Sage MIP fund accounting software. Payroll services are currently provided by Paychex and may be subject to change. Four bank accounts are maintained; one for operations, with approximately 2,000 checks written; another for payroll, with approximately 800 checks written; and two others for Federal and local funds. Both hard copy and electronic files are created for approximately 2,800 program participants and 45,000 universal customers during the year. The Board currently has one subrecipient contractor that operates its three career centers and delivers workforce development programs throughout Brevard County.

All working papers and reports must be retained, at the Contractor's expense, for a minimum of five (5) years, unless the firm is notified in writing by CSB to extend the retention period.

The following are current programs and budgets:

WIOA Title I Adult Program	\$1,836,222
WIOA Title I Youth Program	\$1,036,132
WIOA Title I Dislocated Worker Program	\$1,542,897
Welfare Transition Program	\$1,197,303
DEO Employment Services Funds	\$1,086,097
Special Grants & Local Funds	\$2,807,571

RFP Questions

I. Experience and Qualifications:

50 Points

A. What is your prior auditing experience?

The Respondent should describe its prior auditing experience including the names, addresses, contact persons and telephone numbers of prior organizations audited. Experience should include the following categories:

- Prior experience auditing workforce development programs.
- Prior experience auditing similar programs funded by the state.
- Prior experience auditing programs funded by the Federal Government.
- Prior experience auditing similar county or local government activities.
- Prior experience auditing nonprofit organizations.
- Prior experience designing and/or installing accounting systems.

B. Complete Attachment B – Past Performance

C. What is your organizational structure?

The Respondent should describe its organization, size (in relation to audits to be performed) and structure. Indicate whether the firm is in compliance with the registration, licensure and permit requirements to practice as a public accounting firm in the state of Florida. Describe the local office, the size of the professional staff by level, such as partner, manager and supervisor, senior and other professional staff. Provide any other information required to describe the office which will be performing the work. Provide the number of CPA's in the office, and the maximum response time for auditing of a special nature (such as for report of an illegal act). Indicate, if appropriate, whether the firm is a small or minority-owned business. Respondent should include a copy of the most recent Peer Review, if applicable.

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

- Audit team makeup
- Overall supervision to be exercised
- Prior experience of the individual audit team members by name

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

E. Describe your organizations capability to provide the services.

II. Proposed Fees

25 Points

What is your hourly rate to provide audit services to CSB on a scheduled and as-needed basis?

III. Availability to Perform Services

20 Points

- A. How will you ensure you can meet schedule and service requirements as described above?
- B. What steps will you take to ensure you will be readily available to answer questions and requests for information during the course of the contract period?

IV. Capacity for Expedient Services

5 Points

- A. How much time do you anticipate spending on-site at CSB offices?
- B. Explain briefly how data will be collected.
- C. How much time do you expect to expend conducting the audit and preparing the reports?

AREA OF SERVICE TWO – PROGRAM AND FISCAL MONITORING SERVICES

Total Possible Points – 100

A. Background Information

CSB is soliciting the services of qualified firms to provide program and fiscal monitoring and oversight.

It is anticipated that monitoring visits will be required at least twice during the contract period. An entrance and exit conference will be conducted for each visit.

Monitoring shall be performed in accordance with all applicable monitoring instruments. In addition, Financial Monitoring shall be performed in accordance with the General Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

Respondents shall have direct experience with, and extensive knowledge of, the federal workforce investment system, the services and programs associated with it and employ a team who can promptly respond to CSB needs. The ability to provide quality services, flexibility, and timely response to CSB requirements is of paramount importance to the Board.

CSB will provide copies of prepared reports, statements or schedules for the monitor. In addition CSB will provide the monitor with reasonable workspace, desk and chair with access to a telephone, copier, internet connection and fax. Interested Respondents who wish to review prior monitoring reports should contact the CSB Contracts Officer as stated in the General Information section of this RFP.

The monitoring services shall include the following activities:

1. Administration

- Conduct at least one full programmatic and fiscal, compliance review. Utilizing appropriate monitoring procedures, review service provider requests for proposals, contracts and contract modifications for compliance with laws, regulations and policies relating to contracting and procurement.
- Review changes to the Workforce Services Plan, Administrative Plan, and CSB policies, and contract documents for compliance and ensure such changes accurately reflect business practices.
- Review the minutes of the CSB Committee meetings and the Board of Directors meeting for unusual items and the absence of conflict of interest.
- Review any complaints filed by staff, service providers, or participants for appropriate actions.
- Review the personnel records to test for sound personnel practices.

- Review EEO practices, forms and sunshine law compliance of CSB.

2. Customer Data

- Review a sample of terminated participant files for each program title for evidence of training and outcomes.
- Review a sample of participant files for evidence of eligibility, assessment, referral or individual service strategy.
- Review the accuracy of data entry by tracing participant source documentation from the local database to the state database.

3. Finance Department

- Sample the allocation of costs to administrative cost pools and cost categories among all grants.
- Review the reconciliation of pooled cash accounts for the compliance with GAAP, Federal and State requirements and policies.
- Trace all postings from cash receipts journal to the general ledger. Review a sample of contract payments, payroll and non-payroll disbursements for (1) supporting documentation, (2) agreement to check request for approval, (3) agreement to purchase order, requisition, invoice and purchasing threshold requirements, (4) mathematical accuracy, and (5) trace to general ledger.
- Review indirect cost and cost allocation plans.
- Review the vouchering system for financial compliance as well as fraud protection aspects.
- Verify there are adequate controls in place to ensure specific grant funds are not comingled with other agency funds
- Review on a cumulative basis, for conformance with maximum and minimum cost limitations of expenditures under all funding streams. Review customer individual training accounts (ITAs) for compliance. Review a sample of contract payments to eligible training providers for: (1) supporting documentation (2) signed invoice and timesheet, if appropriate (3) reimbursement rate agreement for total allowable training hours per the contract, (4) invoiced amounts posted to the general ledger, and (5) costs traced to customer ITA.
- Review Financial Status Reports and reconcile reported costs to the Quarterly Financial Status Reports.
- Review the trial balance of each fund to determine that it balances.
- Review financial report of expenditures versus budget.
- Perform an analytical review of staff payroll to identify unusual fluctuations.
- Ascertain through inquiry and review of general ledger if any adjustments related to prior fiscal year have been made and, if any, the propriety of such adjustment.
- Review fixed asset inventory control procedures.
- Review a sample of the OSMIS Financial Report Summaries for all programs and reconcile reported costs to the general ledger.
- Review cash management and internal cash controls for compliance with WIOA,

Welfare Transition, Federal, State and local policy.

- Verify the appropriate data elements are identified that must be captured, classified and aggregated for analysis and reporting to meet specific grant requirements.

4. CSB Contracted Services

- Assess progress toward meeting stated goals, as agreed to by contract. Review core indicators of performance.
- Review support services, especially child care for compliance with applicable policy and implementation of budget or other control systems.
- Evaluate a randomly selected occupational skill for adequacy of training.
- Conduct an initial and follow-up programmatic and fiscal compliance review for each service provider utilizing federal and state monitoring tools. (in-depth reviews)
- Review evidence of Corporate Costs Value to Contract.
- Review the adherence to CSB and contractor case management policies and procedures. (desk review)
- Review planned versus actual performance statistics, including core indicators of performance, contractual performance requirements, and customer satisfaction measures
- Review a sample of participant files for each program for evidence of eligibility, assessment, referral, individual employment plan, and/or other documentation required by federal, state and local policy. (desk review)
- Review a sample of participant cases recorded as placements and review supporting documentation for data validation.
- For specific grant [e.g. NEG] fund requirements review and verify plans policies and procedures are in place and operational for delivering the full range of services stipulated in the grant agreement. Also review participant cases to ensure services are being provided to eligible/target populations stipulated in the grant agreement

5. Customer Satisfaction/Continuous Improvement

Conduct site visits of the designated One-Stop centers and affiliated sites, and through inquiry of service delivery personnel and One-Stop customers determine the extent to which the One-Stop system efficiently and effectively:

- Provides the core services specified in WIOA Section 134(c) and in the WIOA unified plan
- Provides access to intensive services and training services
- Provides access to other programs and activities carried out by the One-Stop partners
- Provides youth services
- Provides services to employers
- Provides Welfare Transition Services

Description of Programs and Budgets:

WIOA Title I Adult Program	\$1,836,222
WIOA Title I Youth Program	\$1,036,132
WIOA Title I Dislocated Worker Program	\$1,542,897
Welfare Transition Program	\$1,197,303
DEO Employment Services Funds	\$1,086,097
Special Grants & Local Funds	\$2,807,571

One week prior to the entrance conference the Contractor will provide to CSB staff a randomly generated and statistically valid list of customer files, financial records, etc. needed for the monitoring review.

Entrance Conference:

An entrance conference with CSB representatives and the Contractor's representatives will be held at the commencement of the fieldwork. The general monitoring plan will be presented, including site visit schedules.

Exit Conference:

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

Reports to be Issued:

The Contractor will be required to submit the following two types of reports:

- A Monitoring report detailing the procedures performed and the resultant findings, observations and recommendations. If any adjustments to the records are required, disclosure shall be made as to the accounts or records requiring the adjustment. Those portions of the report not addressing continuous improvement shall, at a minimum, identify compliance findings vs. management observations, and indicate authority.
- An Executive Oversight Summary summarizing the critical issues of review for the CSB Board of Directors.

Follow-Up Procedure:

The Contractor shall be responsible for establishing a process for follow-up on all findings to ensure that corrective actions have been taken, including an informal procedure for resolving open items with CSB staff.

Working Paper Retention & Access:

All working papers and reports must be retained, at the Contractor's expense, for a minimum of five (5) years, unless the firm is notified in writing by CSB to extend the retention period.

The Contractor will be required to make working papers available, upon request, to CSB or their designees.

RFP Questions***I. Experience and Qualifications:******50 Points*****A. What is your prior monitoring experience?**

The Respondent should describe its prior monitoring experience including the names, addresses, contact persons and telephone numbers of prior organizations monitored. Experience should include the following categories:

- Prior experience monitoring workforce development programs.
- Prior experience monitoring similar programs funded by the state.
- Prior experience monitoring programs funded by the Federal Government.
- Prior experience monitoring similar county or local government activities.
- Prior experience monitoring nonprofit organizations.

B. Complete Attachment B – Past Performance**C. What is your organizational structure?**

The Respondent should describe its organization, size (in relation to monitoring to be performed) and structure. Describe the local office, the size of the professional staff by level, such as partner, manager and supervisor, senior and other professional staff. Provide any other information required to describe the office which will be performing the work. Provide the maximum response time for monitoring of a special nature (such as for report of an illegal act). Indicate, if appropriate, that the firm is a small or minority-owned business. Respondent should include a copy of the most recent Peer Review, if applicable.

D. The Respondent should describe the qualifications of staff to be assigned to the monitoring. Descriptions should include:

- Monitoring team makeup
- Overall supervision to be exercised
- Prior experience of the individual monitoring team members

Only include resumes of staff to be assigned to the monitoring. Education, position

in firm, years and types of experience, and continuing professional education will be considered.

D. Describe your organizations capability to provide the services.

II. Proposed Fees

25 Points

A. What is your rate to provide monitoring services to CSB?

The Respondent shall include the maximum fee for monitoring, the number of monitoring visits covered in one year, along with a schedule of rates and hours for staff assigned to conduct monitoring and any other costs associated with monitoring.

III. Availability to Perform Services

25 Points

- A. How will you ensure you can meet schedule and service requirements as described above?
- B. What steps will you take to ensure you will be readily available to answer questions and requests for information during the course of the contract period?

IV. Capacity for Expedient Services

5 Points

- A. How much time to you anticipate to spend on-site at CSB offices?
- B. Explain briefly how data will be collected.
- C. How much time do you expect to expend conducting the monitoring and preparing the reports?

Proposal Preparation Instructions

A. Who Can Submit a Proposal

All public or private not-for-profit or for profit corporations and organizations, governmental contractors, properly organized in accordance with State and Federal law and in business for at least 3 years may submit a proposal funding. Minority, veteran and women-owned and operated businesses are encouraged to submit a proposal. There will be one organization selected to provide services in each of the service areas. Subcontracts should not be proposed as part of any proposal.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization; (2) the entity's previous contract(s) with CSB have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services under any workforce contract; (4) the entity or its parent organization have filed for bankruptcy during the past 5 years; or (5) the entity's name appears on the convicted vendor list.

B. Responsive Proposals

To be considered responsive, proposals must meet the following minimum criteria:

1. One original hard copy proposal clearly marked “Original”, and 8 copies marked “Copy” plus one digital (CD or thumb drive) version of the proposal clearly marked with the Respondents business name and the RFP Number, must be received in to the CSB administration offices no later than the due date and time shown in the Proposal Schedule above. Faxed or emailed proposals will not be accepted.
2. The original proposal and all mandatory attachments must be manually signed in blue ink by an official authorized to represent and bind the proposing organization and should be marked “original”.
3. Proposals must be presented in the same order as set forth in the “Proposal Format” below and contain all information requested in the individual areas of service being proposed.
4. Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, contract termination.
5. Given the predominance of Microsoft Office in the market, CSB relies on Microsoft Windows (2007) to conduct day-to-day operations. Respondents are required to submit their proposals using software that is completely compatible with Microsoft Office 2013. Compatibility means CSB staff will NOT have to go through extra steps to view documents.

C. Proposal Submission and Format

Each Respondent should submit a single proposal, no longer than **10 Pages** in length as per the proposal format outlined below. Required attachments, as noted, are not included in this page count. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Respondents are responsible for determining all factors necessary for the preparation of informative, responsive proposals. Proposals should demonstrate methods and expertise to accomplish the tasks identified in the Scope of Work. The contents of the proposals should be clear, concise, and easy to understand.

The timely delivery of a proposal is entirely the responsibility of the Respondent. Proposals postmarked on or before the proposal due date, but delivered after the due date or time, will be considered non-responsive. Proposals hand delivered after the due date or time will be considered non-responsive.

Print all narratives on 8 1/2 x 11” plain white paper with margins of 1” on each side. All narratives must be printed in 12-point font size and all copies must be printed on one side only. Each page of the proposal should be numbered at the bottom of the

page. It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

Each proposal should be prepared simply and economically, providing a straightforward response to this RFP. Elaborate or expensive bindings, videos, colored displays, and promotional materials are neither necessary nor desired. The CSB will not return proposals, binders or exhibits to Bidders. All proposals become the property of CSB and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. CSB shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

All documents requiring a signature shall be signed in blue ink by a duly authorized individual or official of an organization. The proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the organization, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official. **Respondents are required to fill out and sign the Cover Page provided as Attachment A.**

Please note: proposal formats may differ in individual areas of service proposals. Not all areas have all headers under item 2 below.

All proposals must be assembled according to the following outline and contain all information requested in the individual areas of service being proposed.

1. **Attachment A - Cover Page – Required.** Use form provided
2. **Narrative** - Experience and Qualifications, Fees and Compensation, Availability to Perform Services, Capacity for Expedient Services as outlined in individual service areas.
3. **Attachment B – Required** for past performance
4. **Representations and Certifications – Required.** The Representations and Certifications are required to be signed by the Respondent, using blue ink, notarized, and submitted with the proposal.

Part IV – Selection Process

A. SELECTION OF PROVIDERS

CSB maintains that an organization must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract prior to the contract being executed. Determinations of demonstrated performance shall take into

consideration such matters as whether the organization has:

- ◆ Adequate financial resources or the ability to obtain them.
- ◆ The ability to meet the RFP specifications at a reasonable cost, as well as the ability to meet performance goals.
- ◆ A satisfactory record of past performance in delivering the proposed services, including demonstrated quality of services.
- ◆ The ability to provide services that can meet the needs identified.
- ◆ A satisfactory record of integrity, business ethics and fiscal accountability.
- ◆ The necessary organizational, accounting and operational controls.
- ◆ The technical skills to perform the work.

All prospective Respondents are prohibited from contacting any CSB board member, CSB committee member or CSB staff (other than the contact person identified in Part I of this RFP) regarding this solicitation to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. Contact with anyone for purposes of influencing the outcome of the procurement process will result in the disqualification of the prospective Bidder.

B. PROPOSAL REVIEW AND CONTRACT AWARD

Proposals will be reviewed and rated by a rating team which may be made up of CSB Board of Directors, CSB staff and other workforce professionals. Raters will use a weighted point system as identified in the individual areas of service. The rating team will prepare a recommendation for award of a contract. Proposals will be selected for award contingent upon successful contract negotiation.

A contract may be awarded based on offers received, without discussion of such offers with Respondents. Each offer should, therefore, be submitted in the most favorable terms, from a price and technical standpoint that the Respondent can make. However, CSB reserves the right to request additional data, oral discussion or presentation in support of written proposals. All proposals shall be reviewed for a “perceived” conflict of interest. CSB reserves the right to negotiate all points of service and cost with the selected Respondent.

CSB will award contracts based on what is in the best interests of CSB. The contract will be awarded based on offers received considering price, value, quality of the proposal and negotiation of such contract with the successful Respondent. The assessment of experience and qualifications will take into account such factors as understanding of the services needed; demonstrated skills, experience and ability to deliver high quality services on time and within budget. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Respondent regarding calculation of fees are relevant. There will be one contract for financial auditing services and one contract for program and fiscal monitoring services, awarded to different Respondents.

C. CONDITIONS AND LIMITATIONS OF THIS RFP

The following conditions are applicable to all proposals:

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

CSB reserves the right, at its sole and absolute discretion, to withdraw this RFP solicitation without prior notice, to accept or reject any and all proposals in whole or in part, to change or waive any informalities or irregularities in the proposals received to request additional information, clarifications, an interview with; or presentation from any or all Respondents; to allow corrections for errors or omissions, and to accept any proposal that is deemed most favorable to CSB at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals may be considered non-responsive and are subject to return without review.

CSB reserves the right to negotiate the final terms of all contracts, change any terms and conditions set forth in this RFP; or require amendments at any time during the contract period.

Pursuant to Florida Statute 445.007 and in accordance with CareerSource Florida. (CSF) Policy To Implement 2010 Appropriations Act Proviso And 2010 Appropriations Implementing Bill Concerning Regional Workforce Board Contracting, all contracts between CSB and a CSB board member or other person or entity who, as defined in the Statute, may benefit financially from a contract must be approved by a two-thirds vote of the of the board, a quorum having been established. Further, any of these contracts greater than \$25,000 cannot be executed prior to the written approval of CSF.

Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSB and the individual or firm(s) selected.

CSB may require the selected Respondents to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

Any contract, modifications of contract, or contract extensions executed as a result of this RFP are subject to available funding.

CSB also reserves the right to conduct a pre-award review that may include, but is not limited to, the Bidder's record keeping procedures, management systems, accounting and administrative systems, and program materials.

CSB reserves the right to end contract negotiations if acceptable progress, as determined by CSB, is not being made within a reasonable time frame.

D. APPEAL PROCEDURE FOR PROCUREMENT ACTIONS

In accordance with applicable regulations, Respondents/Bidders/Offerors who are not selected for award of a CSB procurement action have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

- A. Submit a letter within 3 business days from the date of the notification of intent to award contract to the President of the CareerSource Brevard. stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on any of the criteria below:
 - i. Clear and substantial error or misstated facts by the rating team upon which the decision was made by the CSB Board of Directors.
 - ii. Unfair competition or conflict of interest in decision making process.
 - iii. Any illegal or improper act or violation of law.
 - iv. Other legal basis on grounds that may substantially alter the CSB Board's decision.

The CSB President will review the appeal and respond within 10 business days from receipt of the letter from the Bidder/Offeror/Respondent.

- B. In the event the CSB President's response is not satisfactory to the Bidder, an appeal to the CSB Executive Committee may be requested. The request must be addressed in writing via certified mail within 15 days from receipt of response from the CSB President to:

Chair, Executive Committee
CareerSource Brevard
297 Barnes Blvd.
Rockledge, FL 32955

The appeal will be scheduled to be heard at a time set by the CSB Chair after consultation with counsel, but within 30 days of receipt of the appeal. Decisions by the CSB Executive Committee are final.

An appeal will not prevent the CSB from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interests of the organization to do so.

FAILURE TO FILE A PROTEST WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION OF INTENT TO AWARD THE CONTRACT SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO APPEAL

Attachment A**Cover Sheet****BUSINESS NAME OF RESPONDENT:** _____**BUSINESS ADDRESS:** _____
_____**Phone:** () _____ **Fax:** () _____**Years in Business:** _____**DUNS Number:** _____ **FEIN Number:** _____

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

Name and Title:
_____**Phone:** () _____ **Fax:** () _____
_____ **Email:** _____

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined RFP CSB18-507-001, that this firm, acknowledges and accepts the terms and conditions of this RFP by tendering an offer to CSB; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.

Signature of Authorized Representative_____
Date_____
Printed Name and Title

PAST PERFORMANCE

Respondent: _____

Describe your past performance managing federally-funded workforce development programs, or comparable experience by completing the following:

Information Requested	Response
Contract/Project Title (e.g. Financial Monitoring or Auditing Services):	
Buyer and Contact Information (include funding organization name/address, primary POC name/title, POC telephone, and email address):	
Funding Source(s) (e.g. WIA, NEG, etc. IF KNOWN):	
Funding Amount:	
Period of Performance:	
Contract Type (e.g. fixed price, ID/IQ, cost plus fixed fee, etc.):	
Brief Summary of Project:	
Primary Contractual Performance Criteria:	
Verifiable Performance Outcomes Achieved:	

*Please be brief and to the point. We do not expect a list of all performance criteria – include only the key points that you have determined to best relate to the requirements of this RFP. A maximum of 1 page per project and a **maximum of 5 projects** is allowed.*

REPRESENTATIONS and CERTIFICATIONS

THESE REPRESENTATIONS AND CERTIFICATIONS MUST BE SIGNED USING BLUE INK AND SWORN TO BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Where the respondent is not able to certify to any of the following representations and certifications, the respondent shall submit with its proposal a written explanation of why it cannot do so.

Representations and certifications provided by vendors are submitted to Brevard Workforce Development Board, Inc. in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

Company Name: _____

DUNS: _____

Certification Validity Date: _____

By submitting this certification, I, _____, am attesting
(Authorized Representative Name)
to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent _____
(Respondent/Company Name)
in any of the representations or certifications to CareerSource Brevard.

By submission of this proposal I certify that following statements are true and correct:

1. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
2. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
3. Respondent currently has no delinquent obligations to the State or U.S. Government including a claim by the State or U.S. Government or for liquidated damages under any other contract.
4. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

5. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
6. The respondent has fully informed CareerSource Brevard in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - A. The respondent understands 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.
 - B. The respondent understands that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or 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 a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere
 - C. The respondent understands that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. 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.

D. The respondent understands 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. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

E. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Initial one)**

_____ 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.

7. The respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
8. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with CareerSource Brevard.
9. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

10. The respondent shall indemnify, defend, and hold harmless CareerSource Brevard and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
11. All information provided by, and representations made by, the respondent are material and important and will be relied upon by CareerSource Brevard in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from CareerSource Brevard of the true facts relating to submission of the bid.
12. **CERTIFICATION OF DRUG-FREE WORKPLACE.** As required by the Drug-Free Workplace Act of 1988, the respondent represents as part of its offer that it will or will continue to provide a drug-free workplace by complying fully with the following requirements:
 - A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
 - D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Complete appropriate boxes:

13. **SMALL BUSINESS REPRESENTATION.** The respondent represents as part of its offer that it:

- is, is not a small business concern.
- is, is not, a small disadvantaged business concern
- is, is not a women-owned small business concern.
- is, is not a veteran-owned small business concern
- is, is not a service-disabled veteran-owned small business concern.

14. **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.** The respondent represents as part of its offer that it:

- has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- has, has not filed all required compliance reports

15. **CONFLICT OF INTEREST CERTIFICATION.** Except for the possible exceptions noted below, respondent certifies that it and its principals, owners, and employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provisions of these goods and/or services to the Brevard Workforce Development Board, Inc.

Disclosure of Possible Conflict of Interest

The principals* and owners** of the firm:

Have, do not have a relative who is a Member of the Board of Directors of CareerSource Brevard. If applicable the relative's name is _____ and/or owner of the firm is _____.

There is, is not a principal or owner who is a Member of the Board of Directors of CareerSource Brevard. If applicable, the principal's or owner's name is _____.

There is, is not a principal or owner who is an employee of CareerSource Brevard. If applicable, the principal's or owner's name is _____.

* "Principal" means an owner or high level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the firm.

16. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12,

- Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Respondent, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

As required by Executive Order 12549, Debarment and Suspension and implemented at 29 CFR Part 98 for prospective participants in primary covered transactions –

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, 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 statements, or receiving stolen property;

(c) are not presently indicted 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 proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I UNDERSTAND THAT THE SUBMISSION OF THESE REPRESENTATIONS AND CERTIFICATIONS TO THE CONTRACTING OFFICER FOR BREVARD WORKFORCE DEVELOPMENT BOARD, INC. IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE 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 TIMELY INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THESE REPRESENTATIONS AND CERTIFICATIONS.

FOR: _____
Respondent/Company Name

Printed Name and Title of Authorized Representative

Signature of Authorized Representative Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first sworn by me, affixed his/her
signature in the space provided

above on this _____ day of _____, 2_____

NOTARY PUBLIC

My commission expires: _____