

ATTACHMENT A - Cover Page

LEGAL NAME OF RESPONDENT:	
ADDRESS: _	
TELEPHONE NUMBER: _	
EMAIL ADDRESS:	
Name and title of person authorized to answer an contract terms and contractually bind the Responde	
I do hereby certify that this proposal is submitted in outlined in RFP # 2016-01 that all the information is represents a firm and fixed offer to provide the requa minimum of 90 days. I also certify that the independently, without consultation, communication any other competitor for the purpose of restricting fees; and no attempt has been made or will be made or agency to submit or not submit a proposal for the further certify that this agency can and will provide described in this proposal.	complete and accurate, and that this proposal lested services. This offer shall remain valid for fees in the proposal have been arrived at a, or agreement with any other proposer or with competition, as to any matter relating to such de by the proposer to induce any other person e purpose of limiting or restricting competition. I
Typed Name of Individual with Signatory Authority &	₹ Title
Signature	Date
	CSCR USE ONLY:
	Date Received:
	Time Received:
	Received By:



ATTACHMENT B – Organizational Background

	Organization
tha	sposal. I certify that the information contained herein is true and correct to the best of my knowledge, and the offer contained herein is true and correct to the best of my knowledge, and that the offer contained rein is firm and valid for a period not to exceed 60 days from this proposal's date.
	my signature, I am empowered and can act on behalf of the proposing organization in submitting this
	of its governing body.
	its promulgated rules and regulations. g) It is authorized to submit this proposal in accordance with the policies Yes No
	f) It will comply with the assurances attached to this RFP, and WIOA and Yes No
	representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program.
	e) Its costs and pricing data submitted with this proposal are Yes No
	d) It is free and clear of any disallowed audited costs.
	costs incurred during its conduct of projects or services. c) It is current in its payment of applicable federal, state, and local taxes. Yes No
	Florida, or the United States Department of Labor to repay disallowed
	b) It has complied with an official order of any agency of the State of Yes No
	a) It has no outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.
15.	The proposer certifies that:
45	Community-based Organization (CBO) Minority-owned Female-owned N/A
14.	Check to indicate if your organization is a:
	Authorized to conduct business in Florida?Yes or No
	Legal Structure: Sole Proprietorship Partnership Corporation
	Type of Business: For-Profit Non-Profit Public
Э. 7.	Date of business Inception: 8. Number of Years in Business:
т. 5.	Telephone Number: () 6. Website Address:
3. 4.	Address:
	Authorized Contact Person:
	Former Name(s) Under Which Respondent Has Operated:



ATTACHMENT C - PAST PERFORMANCE

As required by the Proposal Narrative section of this RFP, describe your organization's past performance managing each of the workforce development programs and services outlined in this RFP for the past three (3) years (for with the Respondent has experience managing and delivering). If the Respondent does not have experience/performance to reference for the past three (3) years, the Respondent may provide performance information from the past five (5) years.

The attachment provided should be sure to include the following:

- Contract/Project Title and Location
- Duration of Contract
- Type of Contract (Fixed price, cost reimbursement, etc.)
- Funding Source(s)
- Funding Amount
- Brief Summary of Project
- Primary Contractual Performance Standards
- Verifiable Performance Outcomes Achieved Against the Standards

Note: Information for each contract/project should be limited to one (1) page. The maximum number of pages submitted as attachments under this section should not exceed five (5). If Respondents must be selective about the contracts/projects that are included in order to meet the page number restriction, the Respondent should focus on Florida-based contracts/projects and those with performance criteria most relevant to the requirements of this RFP.

Further, a contact person, phone number and email address must be provided for each contract/project.



ATTACHMENT D - Resumes

Provide the resumes of key staff that will be involved as requested in the RFP.



ATTACHMENT E – Organizational Chart, Job Descriptions and Human-Resources Related Documents

Provide a copy of the Respondent's organizational chart showing:

- 1. The proposed program's relationship to the overall organization's operations,
- 2. Each position on the organizational chart with an indication of whether the position is paid or volunteer,
- 3. The proposed staffing,
- 4. Documented job descriptions,
- 5. Performance management systems, and
- 6. Human Resource policies and procedures



ATTACHMENT F – Proposed Budget Summary

Budget Line Items	Direct Program Costs	Non-Direct Costs	Total
1. Salaries	Costs	Costs	
Fringe Benefits			
a) FICA, SS			
b) FICA, Med			
c) Health Insurance			
d) Dental Insurance			
Life Ins/Std/ Ltd			
a) 401K			
b) 401K Admin			
c) Unemployment State			
d) Unemployment Federal			
e) Workers Compensation			
o, memore compensation			
3. Office Supplies			
4. Staff Travel, in region			
5. Staff Travel, out of region			
6. Staff training			
7. Advertisement/Recruitment			
8. Overhead, Allocated & Indirect Costs			
9. Other			
Grand Total			
Percentage of Grand Total			100%



ATTACHMENT G - Budget Forms

Position / Job Title	# Staff	Annual Salary	% Charged to this Proposal	Amount Charged to Direct Program	Amount Charged to InDirect	Total
Total						

This page may be duplicated if more space is needed.



ATTACHMENT H – Administrative & Financial Capabilities Checklist

Please respond to each statement by checking 'Yes' or 'No'. Briefly explain any 'No' answer on another page and include it behind this attachment labeled "Attachment D-1".

1)	All positions with the Respondent have up-to-date job descriptions.		Yes	No
2)	All employees meet the minimum qualifications specified in their job			No
	descriptions.			
3)	All W-2's and I-9's with appropriate documentation are on file.		Yes	No
4)	Withholding and FICA deposits have been made in full on a timely basis.		Yes	No
5)	Insurance and bonding policies are current and all appropriate staff is		Yes	No
	covered.		_	<u> </u>
6)	The accounting records are auditable.		Yes	No
7)	Administrative and internal accounting controls are adequate to		Yes	No
	safeguard program assets.			
8)	The accounting system adequately accounts for program funds.		Yes	No
9)	Financial reports fairly present accrued program expenditures by		Yes	No
	established cost categories.			
10)	Budgetary procedures are adequate to control expenditures.		Yes	No
11)	The agency has a written accounting procedures manual that includes		Yes	No
	procedures for:			
	a) coding of expenditures by:			
	1) contract year or program year		Yes	No
	2) funding source		Yes	No
	3) cost category		Yes	No
	b) bank reconciliations		Yes	No
	c) posting to books		Yes	No
	d) monthly close-out		Yes	No
	e) trial balancing		Yes	No
	f) development of accruals		Yes	□No
	g) segregation of duties		Yes	No
	h) cost allocation		Yes	□No
	i) budgetary control		Yes	□No
	j) cash management		Yes	□No
	k) cash receipt and disbursement		Yes	No
	l) payroll		Yes	No
13)	The procedures in the accounting manual are being followed.		Yes	No
14)	Internal controls		Yes	No
	a) For cash receipts:			
	Cash is properly controlled and promptly deposited when		Yes	No
	received			
	2) Funds are deposited in a bank in interest bearing checking		Yes	No
	accounts and secured by FDIC or other security			
	b) Checks are:			
	1) Pre-numbered		Yes	No
	Adequately safequarded		Yes	No



Properly mutilated when voided		1	Yes [No
4) Not allowed to be written for cash			Yes [No
5) Not allowed to be signed in advance			Yes [No
c) For cash disbursements:				
1) Invoices are approved prior to payme	ent		Yes [No
2) Documentation accompanies checks	to be signed		Yes [No
3) Documentation is stamped to prever	nt reuse		Yes	No
4) Control over signature machine is ad	equate		Yes [No
5) Disbursements are made only by che	eck		Yes [No
6) Checks are not returned to preparer	after signing		Yes [No
d) For bank reconciliations:				
1) They are performed on time			Yes [No
They are performed by someone when functions	o does not perform cash		Yes [No
3) Unusual items are investigated prom	ptly		Yes [No
e) For payroll:				
1) Time sheets are used and signed by	both the employee and		Yes [No
supervisor				
2) Payrolls are approved by manageme	nt for accuracy and existence		Yes [No
of bona fide employees				
Preparation and check distribution fu	nctions are segregated		Yes [No
4) Leave time is properly controlled			Yes [No
f) For purchases:				
1) Purchase orders are pre-numbered a	and controlled		Yes [No
2) Receiving reports are prepared and o	compared to P.O. and invoice		Yes [No
3) Returned purchases are controlled			Yes [No
4) Payments are made within discount p	periods		Yes [No
15) The Respondent's budget has no areas for	potential cost overruns.		Yes [No
16) The Respondent is not trying to make up fo program by using the funds from this program			Yes [No
I hereby certify that I have completed this Ad accurately and to the best of my knowledge. I, t accepts responsibility for providing financial ser maintenance of an accounting system with intern	he Financial Officer or C.E.O. ovices adequate to ensure the	of the esta	e Res blishn	ponde nent a
Organiz	ation			
Name of Certifying Official	Signature	D	ate	



ATTACHMENT I - Assurances

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), the Workforce Innovation Act of 2000 rules and regulations, hereby identified as CSCR programs, the Contractor agrees to submit a plan for the delivery of One-Stop services and operations under the WIOA, programs, and agrees to operate the programs in accordance with both Federal, State and local requirements, the Region Five Workforce Innovation and Opportunity Act Five-Year Training Services Plan, and all other laws as applicable.

THE CONTRACTOR ASSURES THAT:

- 1. The Contractor shall be liable to CareerSource Capital Region (CSCR) for any unauthorized costs expended in the operation of the program and for any disallowed costs that incurred as a result of the Contractor expending funds not authorized under the Contract or in violation of the appropriate Federal or State statutes, regulations or guidelines. Any funds requested for reimbursement by the Contractor that are determined by CSCR, the Governor, Department of Economic Opportunity, or Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to CSCR by the Contractor. If the Contract or Amendments thereto are still in effect, CSCR shall withhold these monies from any allowable reimbursement request of the Contractor.
- 2. The Contractor agrees to promptly repay CSCR any amount previously paid to the Contractor by CSCR, which is determined by final audit to be an unallowable cost or expenditure. The Contractor shall repay CSCR any funds found not to have been expended in accordance with WIOA regulations or any disallowed expenditure in the final resolution of the audit report. The Contractor shall repay such amounts from funds other than funds received under WIOA. CSCR may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the Contractor.
- The Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Labor and Employment Security (DLES) funds.
- 4. The failure of CSCR to strictly enforce any of the provisions of the Contract/ Modification, or to require strict performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of the Contract or any part hereof, or waive the right of CSCR to thereafter enforce each and every provision therein.
- 5. The Contractor shall implement administrative controls to identify customer training costs that are supported by other federal (DOL, Pell Grants, VR, VA, etc.), state or local programs to ensure that costs are not being duplicated. Coordination and sharing of costs is strongly recommended.
- 6. The Contractor shall indemnify, defend and hold CSCR harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by the Contractor's act or omission in the course of the operation of the Contract to the extent permitted by law. Notwithstanding anything to the contrary contained herein, the Contractor does not hereby waive any of its sovereign immunity, and any obligation of the Contractor to indemnify, defend or hold harmless CSCR, in accordance with the preceding paragraph, shall extend only to the limit, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.



- CSCR shall indemnify, defend and hold the Contractor harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by CSCR's negligent act or omission in the course of the operation of the Contract.
- 8. The Department of Economic Opportunity requires that CSCR's local monitoring plan include fiscal monitoring of all service providers. CSCR's ROPC and Fiscal Departments monitor the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred dates of enrollment related to dates of expenditures and overall accuracy of the invoice.
- 9. Each month, program fiscal reports are due on the 10th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the Contractor is immediately notified and appropriate clarification and/or documentation is requested. If the Contractor submits the requested documentation in a timely manner, and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the Contractor fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department. CSCR reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within fifteen (15) days after the contract end date. After this deadline, no reimbursement can be made for prior year's expenses.
- 10. The Contractor assures that it will comply with the requirements of WIOA with regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by CSCR. Failure by the Contractor to accept or comply with changes to WIOA or the related regulations that affect the terms of the Contract, and which CSCR shall present in writing, shall be sufficient basis for termination by CSCR. The Contractor assures that it will comply with CSCR's directives, procedural instructions and policies.
- 11. The Contractor assures that clarification will be sought from CSCR on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which CSCR shall supply clarification. The Contractor understands that CSCR will give the Contractor thirty (30) days to take corrective action should it be determined that there is a violation. If the Contractor does not take corrective action, funding will be withheld or revoked.
- 12. The Contractor shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Contractor shall maintain proper accounts and an accurate verification of customer statistics.
- 13. The Contractor understands that modifications and/or revisions to the financial and/or program aspects of the Contract may be required as a result of changes in CSCR's funding allocations. The Contractor understands and agrees that if either party desires to change or modify the Contract, the proposed changes shall be written documents executed by both parties. The Contractor understands that the written proposed changes shall be negotiated to the extent possible and that the Contract shall become a written signed modification to the original contract. The Contractor further understands that CSCR may amend the Contract to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to the Contract or any amendment hereto. No funds under the Contract may be used in support of any religious, anti-religious, or political activity.



- 14. It is understood and agreed by the parties hereto that this is a cost reimbursement contract, which requires a minimum level of performance for full payment. Failure to meet the minimum level of performance as outlined in the Scope of Work or to provide the training as specified may result in payments being withheld or repayment by the Contractor of all or a portion of the funds paid for such training or activities.
- 15. The Contract may not be modified, amended, canceled, extended or assigned orally without the express written consent of CSCR or the Chief Executive Officer of CSCR. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
- 16. All records pertinent to the Contract, including financial, participant, statistical, audit and property, and supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the Contract or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. If the Contractor is not able to retain the necessary records, such records shall be transferred to CSCR. Such records shall be transmitted to CSCR for acceptance in an acceptable condition for storage.
- 17. All property purchased under the contract will comply with the terms of the State of Florida Department of Economic Opportunity policy regarding Accounting and Reporting Requirement for WIOA Property (FMA-86-3). Accountability for property purchased with WIOA funds must be in accordance with Chapter 273, Florida Statutes and Rules of the Auditor General Chapter 10.300 State-Owned Tangible Personal Property. Equipment ownership will vest with the Contractor until the end of the program at which time ownership will revert back to CSCR. CSCR reserves the right to re-assign inventory between service providers, as appropriate and necessary. The Contractor will be responsible for inventory and limiting use of equipment to WIOA and customers. The Contractor understands that CSCR property and equipment being utilized by Contractor's staff must be covered by the Contractor's property insurance policy.
- 18. Property purchased that has an expected normal life of one year or more shall be reported on the monthly financial report to CSCR. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property.
- 19. Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.
- 20. The Contractor must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with the Contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer.

As a condition to the award of financial assistance under WIOA, and the Contractor assures, with respect to operation of WIOA funded programs or activities, and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Immigration Reform and Control Act; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Equal Treatment in Department of Labor Programs for Faith-Based Organizations and with all applicable requirements



imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

The Contractor assures that it will comply with 29 CFR Section 34.21 – Equitable Services and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of sexes, the various race/ethnicity and age groups, and individuals with disabilities.

The Contractor assures that it will comply with 29 CFR Section 34.23 - Dissemination of Policy and that initial and continuing notice shall be provided so that it does not discriminate on any prohibited ground, to: applicants, eligible applicants, customers, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each customer and made a part of the customer's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a customer with a visual impairment, a record that such notice has been given shall be made a part of the customer's file.

In accordance with Federal and State requirements, the Contractor shall ensure that the posters listed below, and all others that may be required by law but are not listed below, are displayed prominently at all facilities managed by the Contractor within the Contract, including satellite offices and service delivery area recipients:

- Equal Employment Opportunity Is the Law (Spanish and English)
- Florida Law Prohibits Discrimination (Spanish and English)
- Your Rights Under the Fair Labor Standards Act
- Family and Medical Leave Act
- Notice to Workers with Disabilities
- Migrant & Seasonal Agriculture Worker Protection Act
- OSHA Job Safety and Health Protection
- Reemployment Assistance
- Child Labor Laws
- Employee Polygraph Protection Act
- Worker's Compensation

The Contractor shall, during each presentation to orient new customers and/or new employees to its WIOA funded programs or activities, include a discussion of customers' and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination.

The Contractor assures that it will comply with Title 29 CFR Part 34.24, Data and Information Collection and Confidentiality, which requires the CONTRACTOR to collect the data and maintain the records that the Directorate of Civil Rights finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. Equal opportunity includes:

 Records on applicants, eligible applicants, customers, and terminees, as well as on applicants for employment and employees;



- By race, ethnicity, gender, age, and "where known" disability status. "Where known" is the standard applicable for compliance reporting under 29 CFR part 34. For compliance purposes, it is necessary to know, not only the number of individuals who wish to identify themselves as individuals with disabilities, but also the number of individuals who are perceived by the Contractor as being individuals with disabilities.
- 21. Contractor will assume the liability of all costs incurred because of erroneous determinations of suitability and eligibility. The Contractor understands that customer suitability and eligibility will be determined prior to enrolling a WIOA customer into either career and/or training services.
- 22. The Contractor understands that evaluations and customer progress will be documented in a timely manner in the customer's file to support measurable gains and a foundation for a successful career pathway. This documentation shall consist of attendance and grade reports at the end of each training period (if applicable) and thorough case notes, made not less than monthly, which provide a descriptive narrative of services provided and the customer's circumstances.
- 23. The Contractor agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the customer. No customer will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Contractor assures that on-the-job training customers will be provided the same working benefits at the same level as other employees similarly employed.
- 24. The Contractor assures that to the extent that a State Workers' compensation law is applicable, the Contractor shall provide information regarding workers' compensation benefits, in accordance with such law, to the potential employer. The State of Florida shall provide workers' compensation coverage for all Community Work Experience customers. To the extent that such law is not applicable, the Contractor, as a recipient of WIOA funds shall secure insurance coverage for injuries suffered by such customers.
- 25. The Contractor understands that CSCR shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under the Contract whether concerning persons or property in the Contractor's organization or any third party.
- 26. The Contractor understands that WIOA services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the customers and in some cases, reduce the level of expenditures. To prevent duplication of funding and to streamline the tracking of the customer's financial needs and use of funds when Higher Education Opportunity Act (HEOA) of 2008, Title IV programs are involved, contracts and agreements with educational institutions shall require the educational institution's financial aid officer to inform the Region's Sub state Grantee of the amounts and disposition of any HEOA, Title IV awards and other types of financial aid to each WIOA customer awarded after the enrollment of the customer, as part of a continuing, regular information sharing process (Section 1419(b)).
- 27. The Contractor shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by the Contract without prior written approval of CSCR.
- 28. The Contractor understands that any contract approved to be subcontracted under the Contract shall be specified by written agreement and shall be subject to each provision of the Contract and all Federal,



State, and local laws and regulations. This includes appropriately executed separate sub contracts for on-the-job training, limited internships, and work experience positions.

- 29. The Contractor understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of WIOA and other managed programs.
- 30. The Contractor assures that it will develop monitoring procedures to ensure that its program is in compliance with the WIOA and TANF Acts, and that adequate administrative and accounting controls are being used. CSCR shall have the right to monitor and evaluate all aspects of program activities and the Contractor shall provide access to all records necessary to accomplish this obligation.
- 31. The Contractor shall use the applicable Management Information System (MIS) designed to facilitate the uniform compilation and analysis of programmatic data. On a time schedule determined by CSCR, the Contractor shall maintain and submit accurate, complete and timely customer and financial records and program reports and/or documentation, as specified by CSCR.
- 32. The Contractor shall establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CSCR's and Department of Economic Opportunity's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by DEO and CSCR, and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
- 33. CSCR, Department of Economic Opportunity, the United States Secretary of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by the Contract during regular business hours and at reasonable locations, including the Contractor's office or any other site at which the Contractor may operate, maintain offices, or keep books and records.
- 34. The Contractor assures that an annual independent audit will follow the audit requirements of Department of Economic Opportunity Policy, a copy of the audit furnished to CSCR along with a statement explaining the effect that any findings have on funds received in the Contract. The Contractor will follow the allowable cost principles of 2 CFR 200.430.
- 35. The Contractor understands that monthly payments to finance the Contract are for One-Stop operations, training activities, unsubsidized and subsidized job placements, and/or youth services as specified and outlined in the contract's Scope of Work. Contract deliverables for programs will be provided annually to the Contractor. Failure to attain those levels of performance may result in funds being withheld until the appropriate deliverables are attained. Continued failure to comply with required contract deliverables may result in contract termination.



- 36. The Contractor agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract, (as applicable). Contractor agrees to comply with Federal patent rights.
- 37. The Contractor will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials) and will comply with requirements pertaining to rights to data. CSCR, and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under the Contract (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
- 38. The Contractor assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Contractor to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the Contract period shall be returned to CSCR within thirty (30) days of the expiration date of the Contract.
- 39. The Contractor will adhere to and comply with CSCR's Non-Discrimination and Complaint & Grievance Procedures, which have been approved by the Department of Economic Opportunity's Office of Civil Rights.
- 40. Avoidance of Conflict of Economic Interest an executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member.
- 41. The submittal of false information may be considered as fraud and any other breach of these Contract terms could result in the immediate termination of the Contract. The Contractor is liable for the repayment of funds that were paid by CSCR for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
- 42. The Contractor understands that CSCR has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Contractor will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
- 43. In the event and as a result of any breach of the Contract, the Contractor shall indemnify and hold harmless CSCR for any disallowed costs resulting from any such breach of the Contract. The management, administration and implementation of all terms and conditions of the Contract shall be performed in a manner satisfactory to CSCR. CSCR may act in its own best interest including, but not limited to:
 - Requiring a written report of corrective action within specific time frames;
 - Withholding payment;
 - Requiring pay back;
 - Disallowing inappropriate claims, payments, or costs;



- De-obligating Contract funds; or
- Terminating or suspending the Contract.
- 44. If the Contractor determines that the program described in the Contract is not functioning as intended, the Contractor shall notify CSCR immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of the Contract.
- 45. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 46. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 47. The Contractor will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget 2 CFR 200.430.
- 48. The Contractor will comply with the Drug Free and Smoke Free Workplace policy. CONTRACTOR will maintain a drug free and smoke free workplace for both employees and customers.
- 49. The Contractor will comply with Part C of P.L 103-227, the "Pro-Children Act of 1994", which prohibits smoking in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments.
- 50. The Contractor will assure that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state 1) the percentage of the total costs of the program or project which will be financed with federal money, 2) the dollar amount of federal funds for the project or program, and 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 51. The Contractor assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment on the basis of race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.
- 52. The Contractor agrees to list all job vacancies in the state of Florida's designated labor-exchange MIS (EFM) and commit to hiring job seeker customers into those job vacancies whenever possible.



53. The Contract is subject to termination by CSCR with thirty (30) days advance notice in writing to the Contractor and by the Contractor with 120 days advance notice in writing to CSCR. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resources by the Contractor to the Contract. In the event funds to finance the Contract are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing by CSCR to the Contractor. By the signature on this page, the Contractor certifies that it has read and understands all of the provisions of the Contract and agrees to the information contained herein.

Organization				
	3			
Name of Certifying Official	Signature	Date		



ATTACHMENT J – Instructions for Debarment & Suspension and Other Responsibility Matters Certification

Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters

- 1. By signing and submitting this certificate, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit the explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with CSCR's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when CSCR determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, CSCR may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to CSCR if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. You may contact CSCR for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this certificate that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by CSCR.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by CSCR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement/Non Procurement Programs.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, CSCR may terminate this transaction for cause or default.



This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its officers/principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local governmental 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 or embezzlement, theft, forgery, bribery, falsification or destruction of statutes or commission or 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.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

-	Organization	
Name of Certifying Official	Signature	Date



ATTACHMENT K – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization		
Name of Certifying Official	Signature	Date



ATTACHMENT L – Insurance Certification

Each contractor must carry the following types of insurance coverage: bond, liability, automotive, and worker's compensation as outlined in this RFP. Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.



REQUEST FOR PROPOSAL - RFP # 2016-01 ONE-STOP OPERATOR - WORKFORCE DEVELOPMENT SERVICES

ATTACHMENT M – Drug-Free Workplace Certification

Alt	ternate I.	(Grantees Other Than Individuals)	
CR rep	RF 98. Subp	on of the, the grantee, attest and certify that the grantee will provide	ersigned, in
1.	dispensing	ng a statement notifying employees that the unlawful manufacture ng, possession, or use of a controlled substance is prohibited in ce and specifying the actions that will be taken against employees for vi on;	the grantee's
2.		ning an ongoing drug-free awareness program to inform employees abo dangers of drug abuse in the workplace;	out:
	(b) The ar	grantee's policy of maintaining a drug-free workplace:	

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1):
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.



Executed On:

REQUEST FOR PROPOSAL – RFP # 2016-01 ONE-STOP OPERATOR – WORKFORCE DEVELOPMENT SERVICES

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- 8. Not withstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code. Check | | if there are workplaces on file that are not identified here. Check if an additional page was required for the listing of the workplaces. I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct. (Typed Name and Title) Signature I, , certify that I am the (position title and organization) the grantee; that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by ___ _____, that such signing is within the scope of my powers.



ATTACHMENT N - Non-Discrimination Certification

Pursuant to Section 188 of the Workforce Innovati	
l,	
	, the grantee, attest and certify that the
grantee will adhere to any and all nondiscrimination	on laws.
Section 188 (2) states that:	
No individual shall be excluded from participal discrimination under, or denied employment in the such program or activity because of race, color, relation, marital status, sexual orientation or states.	he administration of or in connection with, any ligion, sex, national origin, disability, age, political
The undersigned will adhere to any and all federa and regulations.	al, state, and local CSCR non-discrimination rules
Name	
Title	
Organization	
 Date	



ATTACHMENT O – Sworn Statement of Public Entity Crimes (Pursuant to Section 287.133(3)(a)

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 CSCR by			Name
	& Title) on the behalf of	(Name	of	entity
	submitting sworn statement) whose business address is			
	and (if applicable) its Federal Employer Identification	n Numbe	er (F	EIN) is
	(if the entity has no FEIN, include the Social Sec	urity Num	ıber	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 or 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 or 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.
TH ON WH I A EN SE	UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR HE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY NLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN HICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ITERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN ECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE FORMATION CONTAINED IN THIS FORM.
Sig	gnature Date
ST	ATE OF COUNTY OF
ΡE	RSONALLY APPEARED BEFORE ME, the undersigned authority,
sig	(name of individual signing) who, after first being sworn by me, affixed his/her gnature in the space provided above on thisday of, 20
	NOTARY PUBLIC:
	My commission expires:
	Affix Notary stamp:



ATTACHMENT P – Conflict of Interest Statement

The Respondent must execute either Section 1 or Section 2 hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Proposal.

SECTION 1

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

Signature:	
Name of Official (Type or Print):	
Company Name:	
Business Address:	
City, State, Zip Code:	
member of a CSCR employee or Board member	SCR, or any Board member, or any immediate family has a material financial interest(s) [in excess of 5%] flict of Interest statements with CSCR prior to the
Name:	Title:
Signature:	Date Of Filing:
Name of Official (Type or Print):	
Company Name:	
Business Address:	
City State Zin Code:	



ATTACHMENT Q - Audit Requirements

Provide a copy of the Respondent's two most recently completed CPA-certified audits or reviews; including all management letters or financial statements (if proposer is private for profit agency and does not have a recent audit).