



**REQUEST FOR PROPOSAL  
FOR  
AUDITING SERVICES**

**RFP 2022-01**

**Released: March 27, 2022**

**Proposal Due Date: May 6, 2022 By 5:00 p.m. (EST)**

**Contact Person: Matthew Salera at [Matt.Salera@careersourcecapitalregion.com](mailto:Matt.Salera@careersourcecapitalregion.com)**



## I. GENERAL SUMMARY

CareerSource Capital Region (CSCR) is requesting proposals from qualified firms to provide auditing services. The funding period for contracts awarded under this RFP will be from July 1, 2022 through June 30, 2023, with an option to extend for up to four (4) years. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Auditing activities are to be performed in accordance with the Generally Accepted Auditing Standards, Government Auditing Standards, and the guidelines set by the U.S. Department of Labor, U.S. Department of Health and Human Services and any other specifications as may be necessary.

CareerSource Capital Region is a 501(c)(3) not-for-profit organization that is chartered with the provisioning of various services associated with workforce development in Gadsden, Leon, and Wakulla counties. As one of 24 Local Workforce Development Boards (LWDBs) CSCR receives federal funding for the operation of several programs including (but not necessarily limited to) those associated with the Workforce Innovation & Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act.

Minority or female-owned businesses and community-based organizations are encouraged to apply. When economically feasible, CSCR will consider dividing the total requirements and/or establishing flexible delivery schedules which encourage minority and female-owned business participation. 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 any services provided under this RFP because of race, color, religion, sex, national origin, age, handicap, political affiliation or belief, or other protected category.

### A. Conditions Applicable to All Proposals

The following conditions are applicable to all proposals:

- CSCR reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to CSCR at the time and under the conditions stipulated in the specifications of this request. Proposals submitted after the deadline will not be considered.
- Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CSCR reserves the right to waive informalities and minor irregularities in proposals received.
- CSCR reserves the right to request additional information for clarification from proposers, or to allow corrections to errors or omissions.
- All proposals are subject to negotiation by CSCR.
- CSCR reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSCR and the firm selected.
- CSCR will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes.

Five copies of the proposal, one containing original signatures, along with an electronic copy must be mailed and received no later than 5:00 p.m. EST on **May 6, 2022** to:

CareerSource Capital Region  
2910 Kerry Forest Parkway  
D4-273  
Tallahassee, Florida 32309

Funding award decisions will be made on or about June 30, 2022. Successful bidders will commence services

on or after August 1, 2022.

Administrative staff will be available to answer written technical questions if submitted in writing by April 15, 2022.

**B. Evaluation Criteria**

Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed below:

Prior Auditing Experience	30 points	30%
Organization, Size & Structure	15 points	15%
Staff Qualifications	15 points	15%
Understanding of Work To Be Performed	20 points	20%
<u>Cost of Services</u>	<u>20 points</u>	<u>20%</u>
Total Possible Points	100 points	100%

## II. DETAILED SPECIFICATIONS FOR SERVICES DELIVERED

CSCR, which administers the Workforce Innovation & Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act programs in Gadsden, Leon, and Wakulla counties, is releasing this Request for Proposals (RFP) on March 27, 2022 for Auditing services.

CSCR is requesting proposals from certified public accounting firms, whose officers are independent certified public accountants, licensed by the State of Florida, to perform a financial and compliance audit for the fiscal year ending June 30, 2022, with the option to renew for four (4) subsequent years.

Financial auditing 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 and any other specifications as may be necessary.

### A. General Information

#### ***Purpose & Period of Performance***

The purpose of the Request for Proposal (RFP) is to secure a contract for a financial and compliance audit and to secure a firm that will prepare the IRS Form 990 for the Workforce Innovation & Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act and several other workforce development programs for CSCR and present findings to the Board of Directors and its committees. The period of performance for this agreement shall commence August 1, 2022 and be completed by November 30, 2022 for fiscal year review of July 1, 2021 through June 30, 2022. Only licensed certified Public Accountants may respond to this RFP.

#### ***Description of Entity and Records to be Audited***

CSCR is a nonprofit organization that operates workforce development programs in Gadsden, Leon, and Wakulla counties. CSCR is a private, nonprofit corporation and has been determined to be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

CSCR has an annual budget of approximately 5.8 million dollars. Accounting records are maintained on an automated system using Abila MIP Fund Accounting software. Payroll services are provided by Paychex. CSCR currently has one (1) contract with a sub recipient organization to provide services for Workforce Investment & Opportunity Act (WIOA), Welfare Transition Program (WTP) and the Wagner-Peyser participants.

#### ***Options***

At the discretion of CSCR, this audit contract can be extended for four (4) additional one-year periods.

#### ***Technical Assistance Provided by CSCR***

CSCR Chief Financial Officer will be available to provide technical assistance with the provision of information needed to perform a financial and compliance audit and prepare the IRS Form 990. CSCR Chief Financial Officer will respond to requests for information, provide documentation or offer other assistance that may be necessary during the course of the review.

CSCR will provide copies of prepared reports, statements or schedules for the auditor. In addition, the proposer must telecommute to perform audit procedures.

Report preparation, editing, and printing shall be the responsibility of the selected firm. The firm will be expected to make an annual presentation to the Audit Committee, Executive Committee and to the Board of Directors.

***Availability of Prior Reports***

Interested proposers who wish to review prior auditing reports should contact the Chief Financial Officer, [matt.salera@careersourcecapitalregion.com](mailto:matt.salera@careersourcecapitalregion.com)

**B. Specification Schedule**

***Scope of a Financial and Compliance Audit***

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, licensed by the State of Florida, hereinafter referred to the "Offeror" to perform a financial and compliance audit for CSCR.

Government Audit Standards require that, "Financial statement audits determine (1) whether the financial statements of an audited entity present fairly the financial position, results of operations, and cash flows or changes in financial position in accordance with generally accepted accounting principles, and (2) whether the entity has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements."

***Description of Programs and Current Budgets***

WIOA Adult Program	\$1.4M
WIOA Youth Program	\$2.0M
WIOA Dislocated Worker Program	\$200K
Welfare Transition Program	\$1.0M
Wagner-Peyser	\$300K
Supplemental Nutrition & Assistance Program	\$160K
Veterans	\$140K
Special Purpose Grants	\$600K

***Performance***

CSCR's records are to be audited for the period of July 1, 2021 through June 30, 2022.

The Offeror is required to prepare audit reports in accordance with the Government Audit Standards- "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1988 Revision), and Florida Department of Labor and Employment Security Division Policy PAD 91-02, "Audit and Audit Resolution Responsibilities."

***Delivery Schedule***

The Offeror is to transmit the draft audit report to the Board's Chief Financial Officer. The draft audit report and IRS Form 990 are due on November 30, 2022.

Reports may be submitted earlier than the above schedule. However, if the Offeror fails to make delivery of the audit reports within the time schedule specified herein, or if the Offeror delivers audit reports which do not conform to all of the provisions of this contract, CSCR may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances the contracting agent may

extend this schedule upon written request of the Offeror with sufficient justification.

### ***Fee***

The Offeror shall include the maximum fee for the audit, the preparation of the IRS Form 990 and a schedule of rates and hours for staff assigned to the audit and any other costs associated with the audit. The fee for the first year and each of the four following years must be provided in the offeror's proposal.

### ***Payment***

Payment will be made when CSCR has determined that the total work effort has been satisfactorily completed. Should CSCR reject the audit report, CSCR authorized representative will notify the Offeror in writing of such rejection giving the reason(s). The right to reject a report shall extend throughout the term of this contract and for ninety (90) days after the Offeror submits the final invoice for payment.

Upon delivery of the final reports to CSCR and their acceptance and approval, the Offeror may substitute an invoice.

### ***Audit Review***

All audit reports prepared under this contract will be reviewed by CSCR and its funding sources to ensure compliance with General Accounting Office's (GAO) Government Audit Standards – "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" and other appropriate audit guides.

### ***Exit Conference***

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

### ***Work Papers***

Upon Request, the Offeror will provide a copy of all work papers, statements, schedules, reports and memoranda made by the accounting firm in the course of the duties described herein. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.

The work papers will be retained for at least five (5) years from the end of the audit period.

The work papers will be available for examination by authorized representatives of the cognizant federal or state agencies, the General Accounting Office and CSCR.

### ***Confidentiality***

The Offeror agrees to keep information related to all contracts in strict confidence. Other than the reports submitted to CSCR, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need to know" basis. The Offeror agrees to immediately notify, in writing, CSCR's authorized representative in the event the Offeror determines or has reason to suspect a breach of this confidentiality requirement.

***AICPA Professional Standards***

The AICPA Professional Standards state that “Engagements for audits of governmental grants, governmental units or other recipients of governmental monies typically require that such audits be in compliance with governmental audit standards, guides, procedures, statutes, rules and regulation, in addition to generally accepted auditing standards. If a member has accepted such an engagement, and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, they are obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in the report the fact that such requirements were not followed and the reasons therefor.”

**C. Technical Qualifications*****Prior Auditing Experience***

The Offeror must 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 Innovation & Opportunity Act (WIOA), Welfare Transition Program (WTP) and the Wagner-Peyser programs.
- 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 preparing IRS form 990.

***Organization, Size and Structure***

The Offeror 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. Provide the number of CPA’s in the office, and the maximum response time for auditing of a special nature (as for report of an illegal act). Indicate, if appropriate, that the firm is a small or minority-owned business. Offeror should include a copy of the most recent Peer Review, if applicable.

***Staff Qualifications***

The Offeror 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.

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.

***Understanding of Work to be Performed***

The Offeror, should describe its understanding of work to be performed, including audit procedures, estimated hours, and other pertinent information.

*This bid solicitation is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,594,058.*



**CERTIFICATION FORMS  
FORM 1 OF 5  
REQUIRED VENDOR TERMS AND CONDITIONS**

**1. RESPONSIBILITIES OF FIRM**

Firm agrees to provide audit services as described to CSCR in Firm's proposal response to the competitive Request For Proposal for Audit Services issued March 27, 2022 by CSCR. Firm's proposal is incorporated herein by reference as though written herein verbatim.

**2. CERTIFICATIONS**

The Offeror must sign and include as an attachment to its proposal the certifications below. The publications listed in the certifications will not be provided to potential Offerors because CSCR desires to contract only with an Offeror who is already familiar with these publications.

The individual signing certifies that the Offeror meets the independent standards of the Government Audit Standards – “Standards for Audit of Governmental Organizations, Programs, Activities and Functions.”

The individual signing certifies that s/he has read and understands the GAO requirement of an external quality control (peer) review at least once every three years.

The individual signing certifies that s/he has read and understands the following publications relative to the proposed audits:

- Government Audit Standards
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Audits of certain Nonprofit Organizations (AICPA Guide)

**3. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by the Firm and all subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the provisions of the Workforce Innovation and Opportunity Act of 2014, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or facilitation of records created in connection with this Agreement. Firm agrees that, if applicable, it shall comply with 2 CFR 200.

**4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

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

**5. NON DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

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

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.



- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) 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.
- 6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Firm agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requiring that Federal Firms and subcontractor not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Firm/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Firm also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

## **5. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Firm shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Firm shall report any violation of the above to the contract manager. Energy Efficiency: The Firm shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

## **6. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Firm shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is more than \$100,000, Firm must, prior to contract execution, complete the Certification Regarding Lobbying Form. See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

## **7. CONFIDENTIALITY**

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

## **8. OWNERSHIP**

CSCR shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent any such materials produced by Firm under this Agreement.

## **9. MONITORING**

At any time and as often as CSCR, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Firm shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Firm's expense, at reasonable locations as determined by CSCR. Firm shall respond in writing to monitoring reports and requests for corrective action plans within 20 calendar days after the receipt of such requests from CSCR.

## **10. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

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

## **11. TERMINATION**

CSCR reserves the right to terminate the audit services engagement (engagement) with Firm without penalty at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to Firm. If said engagement should be terminated for convenience as provided herein, CSCR will be relieved of all obligations under said engagement and CSCR will only be required to pay that amount of the engagement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event CSCR determines that Firm's services are not being performed as agreed upon, Firm shall be deemed to be in default and CSCR reserves the right to cancel this engagement with twenty-four hours (24) written notice and to withhold all monies due to Firm until such time as CSCR, in its sole discretion shall determine whether to

have the audit services completed by others or to cease the obtaining of services. In the event CSCR determines to have the engagement completed by others, Firm shall be liable for any costs of completion in excess of that called for in this engagement letter. In the event CSCR determines not to have the audit services completed by others, Firm shall be paid for the services that is satisfactorily performed prior to termination but, in no event, shall Firm be paid for any work not actually performed or for lost profits.

**12. Compliance with Acts relating to Work And Safety**

The firm shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

**13. Safeguarding Data Including Personally Identifiable Information (PII)**

The firm must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

**14. E-VERIFY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

BY: \_\_\_\_\_  
Signed Authorized Firm Representative

\_\_\_\_\_  
Name Printed Authorized Firm Representative

DATE: \_\_\_\_\_

**CERTIFICATION FORMS**  
**FORM 2 OF 5**  
**CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement and certification is submitted to CSCR by:

\_\_\_\_\_

(Print Individual's Name & Title Highest Ranking Officer Such As The President/CEO)

For \_\_\_\_\_

(Print Name of Contractor Submitting Sworn Statement)

Whose business Address is \_\_\_\_\_

and its Federal Employer Identification Number is \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9), 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1Xb), 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 as a result of a jury verdict, non-jury 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 any entity organized under the laws of any state or of Page I of 4 the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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 statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, check one only):

An equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.



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\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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. 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. (attach a copy of the final order).

I UNDERSTAND THAT I AM REQUIRED TO INFORM CSCR PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Name & Title Printed of Certifying Contractor Representative

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(NOTARY PUBLIC) My Commission Expires:



**CERTIFICATION FORMS  
FORM 3 OF 5  
SUSPENSION AND DEBARMENT CERTIFICATION**

1) This sworn statement and certification is submitted to CSCR by:

\_\_\_\_\_  
(Print Individual’s Name & Title Highest Ranking Officer Such As The President/CEO)

For \_\_\_\_\_  
(Print Name of Contractor Submitting Sworn Statement)

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

and its Federal Employer Identification Number is \_\_\_\_\_

The Contractor agrees to and certifies, to the best of the Contractor’s knowledge and belief, that:

- 2) Contractor has and shall comply with the Federal Regulations implementing Executive Order 12505, Debarment and Suspension 29 CFR Part 98, and in doing so provides to CSCR, this certification that neither Contractor, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- 3) Additionally, the Contractor shall comply with said regulation and requirement with regards to its Contractors or assignees. It shall ensure and require the same certification from its Contractors or assignees, which shall be forwarded to CSCR along with the notification of assignment or subcontract of the Contract.

\_\_\_\_\_  
Name & Title Printed of Certifying Contractor Representative

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(NOTARY PUBLIC) My Commission Expires:

**CERTIFICATION FORMS  
FORM 4 OF 5  
CERTIFICATION & SWORN STATEMENT LOBBYING**

1) This sworn statement and certification is submitted to CSCR by:

\_\_\_\_\_

(Print Individual's Name & Title Highest Ranking Officer Such As The President/CEO)

for \_\_\_\_\_

(Print Name of Contractor Submitting Sworn Statement)

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

and its Federal Employer identification Number is \_\_\_\_\_

The Contractor agrees to and certifies, to the best of the Contractor's knowledge and belief that:

2) As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, in providing the services to the community as described in the Contract between CSCR and Contractor, that Contractor is performing a public function and shall, during the period of the Contract, refrain from endorsing political candidates and taking other political actions that would be illegal if taken by CSCR.

3) 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 a Contractor, 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.

4) 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, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5) The undersigned shall require that the language of this certification be included in the award document for "all" sub-awards at all tiers (including subcontracts, subgrants and contract under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

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





**REQUEST FOR PROPOSAL – RFP 2022-01  
AUDITING SERVICES**

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Name & Title Printed of Certifying Contractor Representative

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Signature of Certifying Contractor Representative

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2022

---

(NOTARY PUBLIC) My Commission Expires:



**CERTIFICATION FORMS  
FORM 5 OF 5  
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

To avoid a conflict of interest, all vendors who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CSCR staff member or CSCR Board, CSCR Committee or Consortium member must clearly disclose such a relationship by completing and submitting this form when submitting a bid/submittal/quote/proposal (quote) to CSCR. For purposes of this procedure, vendor, contractor and subrecipient are the same.

Financial or family relationships with vendors will disqualify a CSCR or Consortium staff member or CSCR Board, CSCR Committee or Consortium member from participating in the discussion and voting to fund quotes and will also disqualify any individual from evaluating quotes. Contracts with an organization or individual represented on the CSCR Board of Directors must be approved by a two-thirds vote of the entire CSCR Board, and the CSCR Board member who could benefit financially from the transaction must abstain from voting on the contract. Contracts with a CSCR Board member or other person or entity as defined in paragraph Section 112.312(2), F.S. must be approved by the Florida Department of Economic Opportunity. **If the work/services or product provided in the quote requires prior approval of the Florida Department of Economic Opportunity and impacts the CSCR's ability to perform its duties/tasks in a timely manner or in the event of an emergency as determined by the CSCR CEO, the quote submitted by the vendor who has a conflict of interest relationship will not be considered by CSCR.**

In the space provided below, please identify any such relationships as defined in Section 112.3143, F.S. or state that none exist at this time. Attach additional sheets as needed.

Name of Person	Relationship To You	Relationship To CSCR
<hr/>		
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\_\_\_\_\_ **Yes**, a relationship exists as defined in Section 112.3143, F.S.;

**OR**

\_\_\_\_\_ **No**, at this time I do not have a relationship as defined in Section 112.3143, F.S

\_\_\_\_\_  
Name & Title Printed of Certifying Contractor Representative

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

\*Note any person who files an action protesting a decision or intended decision pertaining to contracts administered by CSCR shall follow the requirements of CSCR's Protest policy.