

REQUEST FOR PROPOSAL (RFP) FOR AUDIT AND TAX SERVICES

RFP19-0412R

RE-ISSUED AUGUST 1, 2019

RESPONSES DUE BY: September 3, 2019, 3:00 pm, EST

RESPONSES DUE TO: CareerSource Tampa Bay ATTN: Anna Munro, Director of Fiscal Compliance 4902 Eisenhower Blvd. Suite 250 Tampa, Florida 33634

Any alteration of the language of this RFP or any representation of modified language as the officially released RFP will not be permitted and will be sufficient cause for rejection of a proposal. In case of any dispute concerning the terms or language in this document, the CareerSource Tampa Bay printed file copy of this RFP will prevail.

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SECTION A - INTRODUCTION

A.1 STATEMENT OF PURPOSE/NEED

This is a Request for Proposal ("RFP") for an independent certified public accounting firm (the "proposer", "contractor", or "respondent") to provide external independent auditing and tax return preparation services for Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay referred to as the "Organization" or "CareerSource Tampa Bay" or "CSTB". Audit and tax return services will be performed for the fiscal year ending June 30th for the Organization. The CSTB Audit Committee will review the proposals received in response to this RFP and the winning independent certified public accounting firm will be recommended to CareerSource Tampa Bay Board of Directors.

These documents constitute the complete set of specifications, requirements, and/or proposal forms. All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

A.2 GENERAL INFORMATION ABOUT THE ORGANIZATION

Tampa Bay WorkForce Alliance, Inc. d/b/a CareerSource Tampa Bay is a 501(c)(3) non-profit organization. The CareerSource Tampa Bay Board is appointed and designated by the Hillsborough County Board of County Commissioners to act as the Hillsborough County Local Area Workforce Board under provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014. CareerSource Tampa Bay has received certification as the Local Workforce Development Board by CareerSource Florida, Inc. Florida's State Workforce Development Board. The Board of CareerSource Tampa Bay currently serves as the Administrative and Fiscal Agent for the region.

The Board of CareerSource Tampa Bay is comprised of representatives of businesses in Hillsborough County, local educational entities, labor organizations, community-based organizations, economic development agencies, one-stop partners, and other individuals deemed appropriate. Membership composition requirements are reviewed and certified by the Governor of the State of Florida once every two years. Criteria for composition of the Board are set forth in Section 107, Title I of the Federal Workforce Innovation and Opportunity Act (WIOA) of 2014 and the State of Florida's policies.

As one of 24 Local Workforce Development Boards (LWDBs) CSTB receives federal funding for the operation of several programs including (but not necessarily limited to) those associated with the Workforce Investment & Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act. The Organization utilizes MIP Fund Accounting Software and internally produces its financial statements. A third party processor, ADP, processes the Organization's payroll. Copies of the Organization's prior year audit reports and tax returns are available upon request and proposers are encouraged to contact Anna Munro, Director of Fiscal Compliance, <u>munroa@careersourcetampabay.com</u> for copies. Proposers are encouraged to thoroughly review the information contained therein in order to become familiar with the Organization and its operations.

A.3 AUDIT AND TAX RETURN PREPARATION SERVICES

The Organization wishes to receive proposals for selection of an independent certified public accounting firm, licensed by the State of Florida, to provide external independent auditing and tax return preparation services to the Organization beginning with the fiscal year end June 30, 2019.

A.4 SUPPORT

Throughout the audit engagement the Organization's Director of Fiscal Compliance will coordinate and support the audit. This includes but is not limited to coordinating meetings and providing: contact information, reports from the Accounting System, and supporting documentation. In addition, the Organization's staff shall prepare all the information and documents needed by the proposer to enable the preparation of the Organization's 990 tax return.

Additional support personnel will be made available by the Organization to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit and tax returns, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.

A.5 SCHEDULE OF EVENTS

All times listed reflect Eastern Standard Time (EST). These dates are estimates only and are subject to change by CSTB without recourse. CSTB reserves the right to conduct respondent interviews if necessary at a date to be determined.

Events	Date
Release of Request for Proposals made available on the CareerSource Tampa Bay website: <u>https://www.careersourcetampabay.com/pages/rfps</u>	Thursday, August 1, 2019
Period for technical questions/inquiries and CSTB's response to technical questions/inquiries. Questions must be submitted no later than 3 p.m. on August 8th. Response will be posted no later than 4 p.m. August 9 th .	Friday, August 2, 2019 – Thursday, August 8, 2019, 3 p.m.
RFP Responses due. Sealed proposals one (1) plus one digital (flash drive) version compatible with Microsoft Office Word 2010 must be received by 3:00 pm at CareerSource Tampa Bay office, 4902 Eisenhower Blvd. Suite 250, Tampa FL 33634.	September 3, 2019 (no later than 3:00pm)
CSTB Board approval of CPA firm	September 19, 2019

A.6 QUALIFICATIONS OF THE PROPOSER

In order to be considered for evaluation, a proposer:

- 1. Shall be licensed to practice public accounting within the State of Florida;
- 2. Shall be a member in good standing of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants; and
- 3. Shall have performed continuous audit and tax services for local workforce development boards for a minimum of five (5) years. Proposers with experience in conducting audit and tax services for workforce development boards in the State of Florida are strongly encouraged to submit a proposal.
- 4. Shall have performed continuous audit and tax services in the not-for-profit/governmental industry for a minimum of five (5) years.
- 5. The individuals who will be primarily responsible for the audit must have completed twenty-four (24) hours of governmental accounting and auditing CPE within a two (2) year period.
- 6. The firm should indicate any disciplinary actions that have been instituted or proposed against the firm during the last three (3) years.
- 7. The firm should describe the results of any State or Federal reviews during the past three years of the firm's governmental client audit work.

SECTION B – SCOPE OF WORK

CSTB is requesting proposals from CPA firms who are experienced with federal/state grant programs and local workforce development boards to utilize their professional expertise to provide audit and tax return preparation services for 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.

B.1 ANNUAL EXAMINATIONS

The proposer selected as a result of this RFP shall provide external independent auditing services to the Organization to examine the financial statements of the Organization, beginning with the financial statements for fiscal year ending June 30, 2019. The annual examinations by the proposer shall include, but not be limited to, the following:

The examination will be a financial and compliance audit made in accordance with generally accepted auditing standards and government auditing standards (AICPA's Audit Guide). The primary purpose of this audit is to express opinions on the financial statements of the Organization as defined in section 1.04 – *Government Auditing Standards*. The audit procedures used should be enough to enable the proposer to express an opinion on the fairness with which the financial statements present the financial position of the Organization and the results of its operations and cash flows in accordance with accounting principles generally accepted in the United States. In addition, such procedures should be adequate to determine whether the operations of the Organization were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, 2 CFR Part 200, and the Florida Single Audit Act.

B.2 REQUIRED COMMUNICATIONS

Preparation, presentation and issuance of the required communications to those charged with the governance of the Organization.

B.3 SPECIAL CONSIDERATIONS

As a local workforce development board that is a recipient of Federal funds that are administered by the Department of Economic Opportunity (DEO), and the United States Department of Labor (USDOL), the Organization is required to have the external CPA firm to perform certain audit procedures. This will include but is not limited to:

- 1. Test the Organization's reconciliation of its financial records to the One Stop Management Information System (OSMIS) maintained by DEO. The Auditor should include a not the financial statements confirming whether such a reconciliation was done the Organization in a satisfactory manner.
- 2. Examine the status of compliance with state and federal laws governing structure, functions, and mission of the Organization and report any material noncompliance.

B.4 TAX RETURNS

A Form 990 tax return for CSTB shall be prepared and delivered to the Organization as set forth in section **B.7 Task**, **Timeline and Deliverables.** An electronic copy shall also be provided to the CSTB Chief Financial Officer and Director of Fiscal Compliance.

B.5 SINGLE AUDIT

Where applicable, the proposer will perform a Single Audit in accordance with the Florida Single Audit Act, generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, and the provisions of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in order to report on the Schedule of Expenditures of Federal Awards and State Financial Assistance, on the compliance of the Organization with laws and regulations and on internal controls, as required by the above standards.

B.6 DATA COLLECTION FORM

An SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations shall be prepared by the proposer, who shall also certify the electronic submission of the SF- SAC form and audit report to the Federal Audit Clearinghouse (FAC) website. The CSTB Director of Fiscal Compliance will assist as needed.

[INTENTIONALLY LEFT BLANK]

B.7 TASK, TIMELINE AND DELIVERABLES

The Organization will meet with the successful proposer to discuss commencement of the audit and tax return preparation upon acceptance of the proposal and execution of a professional services contract between the Organization and the proposer. The Contractor agrees to perform the following within the time frames reflected below (for First Year):

Tasks/Deliverables	Date
Draft Contract provided by contractor	October 11, 2019
Audit Committee review/feedback/approval of Contract	October 24, 2019
Final Contract edits from CSTB to contractor, if any	October 25, 2019
Final Contract returned by contractor	November 1, 2019
Final Contract signed by CSTB	November 1, 2019
Prepared by Client Listing provided to CSTB (Audit and Tax)	November 1, 2019
Complete Review of Predecessor workpapers	Prior to start of interim fieldwork
Interim Fieldwork by contractor	December 2, 2019 through December 6, 2019
Final Fieldwork and Tax Return Preparation by contractor	January 6, 2020 through January 15, 2020
Draft Financials provided to contractor	January 6, 2020
Draft 990 provided to CSTB	January 27, 2020
Audit Committee approval of Final Audit Report	February 27, 2020
Contractor to present Audit Report, Required Communications and 990 to Board of Directors	March 19, 2020

B.8 ADDITIONAL SERVICES

If, during the contractual period, additional services are needed as a result of changes in legislation or other regulatory requirements, the proposer may, at the option of the Organization, be engaged to perform these services.

All additional work will be documented by engagement letters to be approved by the Organization management. The proposer will be compensated in accordance with the schedule of fees established as a result of the RFP. The fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount.

Auditors will attend, via telecom or in person, any meetings with the CSTB Board or Audit Committee as directed by the Board or CSTB.

B.9 METHOD OF PAYMENT

Payment for audit and tax preparation services described herein will be made once CSTB determines the total work effort (see tasks and deliverables described in **Section B.6** of this RFP) has been satisfactorily completed.

Progress payments will be allowed to the extent that CSTB can determine satisfactory progress is being made. The Contractor(s) must submit monthly invoices for all expenses to the CSTB Chief Financial Officer and will be compensated for the requested 2018-19 services as follows:

- 25% (maximum) of the total audit portion of the contract price will be paid upon start of fieldwork;
- 25 % (maximum) of the total audit portion of the contract price will be paid upon completion of fieldwork;
- 45% (maximum) of the total audit portion of the contract price will be paid upon delivery of the audit reports
- 100% of the total audit portion of the contract price will be paid upon the filing of the data collection form
- 100% of the total tax return preparation portion of the contract price will be paid upon delivery of the completed tax return.

B.10 CONTRACTOR RESPONSIBILITIES

B.10.1 Staffing

The Respondent's reply must reflect the actual structure of the proposed audit and tax preparation teams. The Contractor shall also ensure all staff is qualified to deliver services under the terms and conditions of this RFP. Qualifications must include not only appropriate educational background based upon job duties, but experience in similar or like employment. <u>Staff qualifications must be in writing for all team members for each year this contract remains in effect. Submission of this information is required prior to CSTB executing any contracts for the services described.</u>

Although not all team members for the selected Contractor have to be CPAs, the education, internal control, quality assurance and self-monitoring standards sought by CSTB will only be met by CPA firms currently doing business in the State of Florida. CSTB anticipates preference will be given to responses that demonstrate assigned In-Charge/Senior are CPAs and that other assigned staff members have prior work experience similar to the tasks described in this RFP. CSTB prefers the In-Charge/Senior to remain onsite during the on-site fieldwork and in conducting the entrance and exit conference meetings. CSTB retains the right to disapprove proposed team members if they fail to satisfy all indicated standards at the time their qualifications are submitted.

Proposed use of subcontractors for staffing the audit and tax preparation engagements must be included in the Respondent's reply. The Contractor is responsible for ensuring subcontractor(s) performing any of the work tasks described herein comply with the requirements described in **Section B.10.4 - Subcontractor(s)**, of this RFP.

The Contractor shall notify the CSTB Chief Financial Officer as soon as possible, but no later than ten (10) calendar days of any changes in the staff assigned to this engagement. Such notification shall be in writing, and shall include information related to replacement staff assigned to this engagement. Replacement team members are subject to review and approval by CSTB based on the staffing qualifications described above.

B.10.2 Experience with Applicable Laws and Regulations

The following laws and regulations are applicable to CSTB. Team members for the selected Contractor should be familiar with the provisions of the following laws and regulations:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- ✓ 48 CFR 731.770 (OMB Circular A-122), "Cost Principles for Non-Profit Organizations,"
- ✓ Government Auditing Standards (Yellow Book),
- ✓ Chapter 119, Florida Statutes, Public Records
- ✓ Chapter 445, Florida Statutes, Workforce Services
- ✓ Section 215.97, Florida Statutes, Florida Single Audit Act
- ✓ Programs covered in Section 445.004(5)(b), Florida Statutes
- Information pertaining to the Workforce Innovation and Opportunity Act (20 CFR 683.210 and 20 CFR 685.140), and
- ✓ 29 CFR Parts 95, 96, 97 and 99

B.10.3 Submission of Deliverables and Timeline

As described in **Section B.7 – Tasks, Timeline, and Deliverables**, the Contractor will submit the deliverables listed based on the terms and conditions of this RFP. If the Contractor fails to provide the deliverables within the specified time schedules, or if the Contractor submits deliverables that do not conform to all of the provisions of the contract, CSTB may, by written notice of default to the Contractor, terminate the whole or any part of the contract.

The timeline and deliverables have been set in order to meet pre-established internal deadlines. However, the timeline may be subject to change upon agreement by both the Contractor and the Organization.

B.10.4 Subcontractor(s)

The Contractor will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this contract without the prior written approval of CSTB. Proposed use of subcontractors must be included in the Respondent's reply. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by CSTB based on the terms described here.

It is the intent of CSTB to maintain the quality standards applicable for all engagement team members as described in this RFP. The Contractor, as the prime service provider, retains sole responsibility for the qualifications of all team members, whether CPA firm employees or subcontractor(s).

B.10.5 Service Times

Services at CSTB shall be provided between the hours of 8:00 a.m. and 5:00 p.m. local time (or locally established business hours) Monday through Friday, excluding CSTB recognized holidays or office closures.

B.10.6 Records and Retention

In all cases, the Contractor shall maintain accurate and current audit and tax preparation records related to the operations of CSTB as agreed upon in the terms of this engagement. The Contractor shall maintain electronic supporting documentation of all testing procedures performed and all resolutions of findings from current and prior years as determined for CSTB. This list is not all-inclusive and additional documentation may be required to support the audit findings.

The Contractor shall maintain all audit and tax preparation work papers, at the proposer's expense, for a minimum of five (5) years, in accordance with federal and state guidelines. CSTB reserves the right to request at any time, that supporting documentation be submitted (in electronic or hard copy format) or made available for examination by authorized representatives of the cognizant federal or state audit agency, the General Accounting Office (GAO) or by CSTB staff, free of charge. All records, documentation and work product of the Contractor shall be the property of CSTB upon termination of the contract.

B.10.7 Notification of Instances of Fraud

Items noted by the Contractor indicating operational fraud or criminal activities should be reported to the CSTB Chief Financial Officer or appropriate level of management immediately.

B.10.8 Confidentiality and Safeguarding Information

CSTB and all selected Contractors may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract. The Contractor and all team members must sign and return to CSTB a confidentiality statement, which will be provided by CSTB upon awarding the services described in this RFP.

B.10.9 Compliance with Laws

The selected Contractor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor(s) shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

B.10.10 Convicted Contractors

A person or affiliate placed on the convicted contractor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

B.10.11 Discriminatory Contractors

An entity or affiliate placed on the discriminatory contractor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory contractor list.

B.10.12 Disputes

Decisions by CSTB regarding the selected contractor(s) are final. Any party potentially adversely affected by the intended decision made by CSTB to award a contract or to reject all proposals must submit such dispute in writing, signed by the official who signed the original proposal and must state the specificity of the nature of the dispute <u>and</u> the requested disposition. Questions to the CSTB Chief Financial Officer or any other CSTB employee shall not constitute such dispute in writing. The CEO of CSTB will determine if the written dispute meets the criterion of specificity. Their determination will be final, and any dispute that does not meet this requirement may be dismissed without further consideration.

Such disputes must be received by the CEO of CSTB, no later than close of business (5:00 PM, Eastern), five (5) working days from the date of issuance of the notice of award. 'Working days' means Monday through Friday, excluding official CSTB holidays. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute not received in this manner within this specified period will be rejected without further consideration.

Within five (5) working days after the receipt of any such valid dispute, the CEO of CSTB will issue a final decision regarding the dispute notifying the party that filed the dispute and the CSTB Board Chair.

Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of CSTB to proceed with its disputed procurement action, either in whole or in part.

B.10.13 Contractor's Representation and Authorization

In submitting a proposal, each Contractor understands, represents, and acknowledges the following (If the Contractor cannot so certify to any of the following, the Contractor shall submit with its proposal a written explanation of why it cannot do so).

- To the best of the knowledge of the person signing the proposal, the Contractor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the proposal, the Contractor has no delinquent obligations to CSTB, including a claim by CSTB for liquidated damages under any other contract.
- The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- The prices and amounts in the proposal have been arrived at independently and without consultation,

communication, or agreement with any other Contractor or potential Contractor; neither the prices nor amounts, actual or approximate, have been disclosed to any Contractor or potential Contractor, and they will not be disclosed before the opening of the proposals.

- The Contractor has fully informed CSTB in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another Organization.
- Neither the Contractor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of Federal funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 2. Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
- If an award is made to the Contractor, the Contractor agrees that it intends to be legally bound to the Contract that is formed with CSTB.
- The Contractor shall indemnify, defend, and hold harmless CSTB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Contractor's preparation of its proposal.
- All information provided by, and representations made by, the Contractor are material and important and will be relied upon by CSTB in awarding the Contract.

B.11 CONTRACT PERIOD

This solicitation will result in a fixed price contract with the original contract period beginning upon execution of the contract. The original term of this contract shall be from the date of the award through the date the audit and tax returns are completed for the period June 30, 2019. All prices shall be firm for the term of this contract.

B.12 CONTRACT RENEWAL

At the discretion and approval of the CSTB Audit Committee and Board, this initial 1-year contract can be renewed for four (4) additional one (1) year periods ending after the completion and submission of the audit report and tax return for the fiscal year ending June 30, 2023.

Each one year renewal shall require CSTB Audit Committee and Board approval and be made by mutual agreement and contingent upon satisfactory performance evaluations as determined by the CSTB Audit Committee and subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. Any modifications to expand or enhance the planned scope of audit and tax preparation services of the contract in future years that may necessitate additional funds beyond the original prices submitted shall be made by mutual agreement. The awardee agrees to this condition by signing its proposal.

SECTION C - INSTRUCTIONS TO RESPONDENTS

C.1 REPLY FORMAT

In responding to this RFP, each Respondent should review and account for all the requirements contained within this RFP.

C.1.1 Technical Reply Format

The Respondent's technical reply must be submitted in a sealed envelope, separate from the price reply and clearly marked on the outside with the solicitation number, date and time of the RFP reply opening for which this reply is intended. CareerSource Tampa Bay shall not open any envelope, which is not properly marked. Respondents must submit five (5) copies plus one digital (flash drive) version compatible with Microsoft Office Word 2010 of each technical response.

Submitted documents should use 12-point Times New Roman font and page numbers.

The technical reply will require a response of the following and follow the format and order listed. :

Tab 1 – Title Page

The title page must include, at a minimum:

- The title and number of the RFP;
- The Respondent's name (person, organization and firm);
- The name, title, phone number and address of the person who can respond to inquiries regarding the reply; and
- The signature of the Respondent with authorized signatory.
- The date
- The FEID/FEIN of Respondent

Tab 2 – Table of Contents

Include a clear identification of the material included in the proposal by section and page number.

Tab 3 - Executive Overview

Statement of the Identified Need

Responses must include information showing the Respondent's understanding of the needs specified in this RFP and must include a positive commitment to perform the work within the specified time period.

Organization's Qualifications

• Respondents should provide detailed evidence that the Respondent's organization has previous experience with engagements of similar scope and range as the engagement specified in this RFP;

• Respondents should provide detailed evidence that the Respondent's organization has recent experience with (response shall include Client Name, Description of Work and Service Dates):

- Auditing workforce development boards
- Auditing programs financed by the Federal Government
- Auditing programs funded by the Department of Economic Opportunity
- Auditing nonprofit organizations
- Describe the range of services offered by the firm, such as audit, accounting or tax services;

• Describe the experience of the firm in performing grant audits under 2 CFR Part 200 and the Florida Single Audit Act;

Capacity to Perform the Audit and Tax Services

• Give the location of the office from which the work is to be done and the number of partners and other professional staff employed at that office who have the experience and capacity to perform the services requested in this RFP;

- Describe the composition of the audit team;
- Describe the overall supervision to be exercised;

Resumes and Experience

As part of the technical reply, the Respondent must submit resumes on the personnel including partners and managers assigned to this engagement describing their education, training, and work experience as detailed on the attached form, **Attachment 4 - Resume Template**.

Upon acceptance by CSTB, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of the CSTB. The Respondent should provide evidence that each person submitted for this project has previous experience with similar tasks on other equivalent engagements. Respondent should identify the specific individuals who would serve on a day-to- day basis as a primary point of contact and be responsible for the work product of the proposer. The individual identified shall be available within 24 hours (or one business day) notice by telephone or email to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries

Small businesses, minority-owned firms, and women's business enterprises

Small businesses, Minority and female-owned businesses are encouraged to apply. No individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any services provided under the RFP because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief. Refer to Attachment 9 for applicable information.

Price Reply Submittal

As part of the reply submission, the Respondent must submit a price reply using **Attachment 7 – Price Reply Form**. **Separate price proposals for performing audit services and tax preparation services are required**. Price replies must include the total price for all procedures planned for CSTB. In addition, the price replies must include the total price for services in stated fiscal years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 separately. The total price submitted for each fiscal year must be all-inclusive and shall include all travel, report production and other miscellaneous expenses, as applicable.

Respondents shall submit an original and one (1) copy of **Attachment 7 – Price Reply**, in a sealed envelope separate from the Technical Reply. The face of the price reply envelope shall clearly state CSTB's address, the RFP number and title, and date and time that replies are due to the CSTB. The sealed envelope must be clearly marked to indicate that it is the Price Reply and not the Technical Reply. (If a courier service is used, the Price Reply must be in a sealed marked envelope inside the shipping envelope.) It is suggested that the Price Reply be hand delivered or sent "Certified Mail," to ensure receipt by the date and time indicated. Each Respondent is responsible for ensuring that their Price Reply is delivered at the proper time and to the proper place. <u>Failure to complete any or all blanks on the Price Reply sheet may result in rejection of the Respondent's reply.</u>

Disciplinary Actions

The firm should indicate any disciplinary actions that have been instituted or proposed against the firm during the last three (3) years.

State or Federal Review

The firm should describe the results of any State or Federal reviews during the past three years of the firm's governmental client audit work.

Tab 4 – Engagement Planning and Execution

The Respondent must submit a comprehensive description of their engagement work plan(s) as part of their technical reply. The plan must describe how the respondent will meet CSTB's timeline as described in **Section B.7** – **Tasks, Timeline, and Deliverables**; The plans may include narratives, work programs, tables, or other illustrative disclosures that demonstrate aptitude for management and completion of this engagement. Minimum disclosures required by CSTB are detailed in **Section B - Scope of Work** of this RFP.

Tab 5 - Attachments

Replies to this RFP must include the following documents and certifications:

- **Reference Form (Attachment 1)**. A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Relationship Disclosure Form (Attachment 2)**. Completed, signed, and attached by authorized individual for Respondent.
- List of Subcontractor(s) (Attachment 3). Attach a list of subcontractor(s) who will perform work on this
 engagement under your organization's direction and supervision. Form should be completed, signed and attached
 by authorized individual for Respondent.
- **Resume Template (Attachment 4)**. A Resume Template should be completed for each team member that will be assigned to this engagement including those of subcontractor(s).
- **Operating Size and CFDA/CSFA Information (Attachment 5)**. This attachment is for informational purposes and is not to be included in the reply to the RFP.
- **Price Reply (Attachment 6)**. A representative who is authorized to contractually bind the Respondent must complete, sign and submit this form as instructed in Section C.1.2., Price Reply.
- **Debarment/Suspension Certification (Attachment 7)**. A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- Lobbying Certification (Attachment 8). A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- CMBE Certification (Attachment 9, if applicable). Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Department of Management Services. Whenever possible, CSTB shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR 200, Section 200.321 – Contracting with Small and Minority Businesses, Women's Business Enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable.

C.1.2 Additional Data

Since data not specifically requested must not be included in the foregoing proposal sections, provide any additional information you consider to be helpful in the selection process in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present."

C.1.3 Reply Submission

Respondents shall submit all data in the formats specified in this RFP. The forms furnished must be used when submitting the reply. Forms are to be filled out in pen and ink or typewritten with alterations, changes or amendments initialed. All forms must be signed and dated.

REPLIES MUST BE RECEIVED ON OR BEFORE THE DATE reflected on the timeline in the Schedule of Events of this RFP. It is the Respondent's responsibility to assure their reply submittal is delivered at the proper place and time as required in this RFP. The official date and time of receipt is the date and time the reply is stamped by CareerSource Tampa Bay. Late replies will not be accepted. Respondents should not include marketing materials in their RFP submission. Respondent's replies must state that their reply constitutes an offer that remains valid for at least 120 days after receipt of the reply. Replies can be sent via U.S. Mail, Courier, or Hand Delivered to the location and individual indicated below:

CareerSource Tampa Bay ATTN: Anna Munro, Director of Fiscal Compliance 4902 Eisenhower Blvd. Suite 250 Tampa Florida 33634

C.1.4 Inquiries

The contact person listed below by the date indicated in the Schedule of Events must receive questions related to this RFP in writing. The questions may be sent via e-mail to the point of contact listed below. **No telephone calls will be accepted.** Inquiries submitted after the period specified in **A.5 - Schedule of Events** will not be addressed. All attempts will be made to post questions received by the due date and the corresponding answers on the CSTB website no later than 4 p.m. July 11th. No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on CSTB. All addenda will be posted on the CSTB website.

NOTE – Submit questions in writing to: <u>munroa@careersourcetampabay.com</u> Please type "INQUIRY – AUDIT AND TAX SERVICES RFP 19-0412R" in the subject line

C.1.4 Prior Year Reports

Copies of audit reports and tax returns for CSTB's fiscal years ending June 30, 2017 and June 30, 2018 will be made available upon request.

SECTION D – EVALUATION AND SELECTION

D.1 PROCESS

The RFP process is in three (3) sequential phases: first, the Reply Preparation Phase, second, the Evaluation Phase, and third, the Selection Phase.

- (1) In the Reply Preparation Phase, the respondents will prepare and submit replies based on the requirements identified previously in Section C of this RFP and any addenda to the RFP.
- (2) In the Evaluation Phase, CSTB will receive, open, and evaluate the replies according to the criteria described in Section D.5 Evaluation.

(3) In the Selection Phase, the ranking of the respondents' replies will be based on the best interests of CSTB, as described in Section D.6 of this RFP. Replies determined to provide the best value to the state will be awarded the contract for tasks identified in Section B.11 – Tasks, Timelines, and Deliverables of the RFP.

D.2 PUBLIC RECORDS

(1) All materials submitted in response to this RFP become the property of CSTB and will be a public record and open for inspection by any person in accordance with the provisions of Chapter 119, F.S. CSTB shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

D.3 COST OF PREPARATION OF CONTRACTOR REPLY

CSTB is not liable for any costs incurred by a contractor in responding to this RFP.

D.4 DUTY OF CONTINUING DISCLOSURES OF LEGAL PROCEEDINGS

- (1) Commencing after the effective date of any contract resulting from this RFP, the contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to CSTB's Chief Financial Officer within fifteen (15) calendar days of occurrence.
- (2) This duty of disclosure applies to the contractor's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the contractor's reply to this RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
- (3) The successful contractor shall promptly notify CSTB of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the contractor's business. If the existence of such proceeding, during the term of this contract for services causes CSTB concern or the contractor's ability or willingness to perform the contract is jeopardized, the contractor shall be required to provide CSTB all reasonable assurances requested by CSTB to demonstrate that:
 - a. The contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
 - b. The contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CSTB which is similar in nature to the conduct alleged in such Proceeding.

D.5 EVALUATION

D.5.1 Evaluation

The Audit Committee will evaluate and rank all proposals. The Audit Committee will recommend the top ranked contractor to the CSTB Board for final approval.

D.5.2 Evaluation Criteria

Criteria	Maximum Points
Organization's Qualifications (max of 35 points):	
- Experience with engagements of similar scope and range as the engagement specified in this RFP	5
- Experience auditing workforce development boards	5
 Experience auditing programs financed by the Federal Government 	5
- Experience auditing programs funded by the Department of Economic Opportunity	5
- Experience auditing nonprofit organizations	5
 Range of services offered by the firm, such as audit, accounting or tax services 	5
 Experience of the firm in performing grants audits under 2 CFR Part 200 	5
Capacity to Perform the Audit and Tax Services (max of 15 points):	
- Location of office, number of partners and other professional staff employed at that	
office who have the experience and capacity to perform the services requested in this RFP	5
- Composition of the Audit team	5
- Overall supervision to be exercised	5
Resumes and Experience: Education, training and work experience of the personnel assigned to the engagement (max of 32 points): - Education - Professional certifications - Professional and business affiliations - Work experience auditing workforce developments boards - Work experience audit programs financed by the Federal Government - Work experience auditing programs funded by the DEO - Work experience auditing nonprofit organizations	1 1 1 10 5 6 5
Small businesses, minority-owned firms, and women's business enterprises	3
 Engagement planning and execution demonstrates: Aptitude for management and completion of the engagement. The respondents ability to meet CSTB's timeline as described in Section B.7 – Tasks, Timeline, and Deliverables 	5
Cost (Price Reply Submittal)	10
Total Points	100

D.5.3 Evaluation Rights of CSTB

CSTB reserves the right to accept or reject any or all proposals and reserves the right to:

- Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- Require proposer(s), before awarding the contract, to submit evidence of qualifications or any other information the Organization may deem necessary;
- Cancel the RFP or portions thereof, without penalty;
- Accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the

Organization;

• Reject any and/or all items proposed;

D.6 AGREEMENT

After notification to the successful proposer of the award for services, the successful proposer shall complete an engagement letter(s) setting forth the terms and conditions of the services to be provided which shall be agreed upon by both the proposer and the Organization.

D.7 LEGAL REQUIREMENTS

- (1) It shall be the responsibility of the Contractor(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- (2) Proposer(s) doing business with the company are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

ATTACHMENT 1 REFERENCE FORM

Respondent's Name:

Service Dates:

Respondent(s) are required to submit with their response six (6) references: three (3) former clients and three (3) current clients, with which they have provided similar services as requested in this solicitation. Respondent(s) shall use this attachment to provide the required reference information. CSTB reserves the right to contact all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. Please provide at least 2 Contact Names for each client reference provided.

FORMER CLIENTS - Provide Three (3)		
Company Name:		
Address:		
Contact Name:		
Alternate Contact Name:		
Phone:		
Email:		
Description of Work:		
Service Dates:		
Company Name:		
Address:		
Contact Name:		
Alternate Contact Name:		
Phone:		
Email:		
Description of Work:		
Service Dates:		
Company Name:		
Address:		
Contact Name:		
Alternate Contact Name:		
Phone:		
Email:		
Description of Work:		

ATTACHMENT 1 REFERENCE FORM

CURRENT CLIENTS - Provide Three (3)		
Company Name:		
Address:		
Contact Name:		
Alternate Contact Name:		
Phone:		
Email:		
Description of Work:		
Service Dates:		
Company Name:		
Address:		
Contact Name:		
Alternate Contact Name:		
Phone:		
Email:		

	L
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature:_____

Description of Work:

Service Dates:

Title:_____

ATTACHMENT 2 RELATIONSHIP DISCLOSURE FORM

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) John Flanagan, CEO, of CareerSource Tampa Bay; (ii) CareerSource Tampa Bay's current Board of Directors; and (iii) an employee of CareerSource Tampa Bay. A listing of CareerSource Tampa Bay's current Board may be found here:

https://www.careersourcetampabay.com/pages/board

QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Tampa Bay staff or Board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Tampa Bay staff or Board member; (2) a CareerSource Tampa Bay Board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Tampa Bay; or (4) Respondent is a business associate of any CareerSource Tampa Bay Board member.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Respondent means the individual(s) or firm making any proposal pursuant to this RFP/RFQ (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Tampa Bay staff or Board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

Relative means an individual who is related to a CareerSource Tampa Bay staff or Board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandchild, person who is engaged to be married to a CareerSource Tampa Bay Principal or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Tampa Bay Principal intends to marry or with whom the CareerSource Tampa Bay Principal intends to form a household, or any other natural person having the same legal residence as the CareerSource Tampa Bay Principal. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a vendor is selected.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Board of Directors and the Executive Director of CareerSource Tampa Bay.

[INTENTIONALLY LEFT BLANK]

RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Tampa Bay.

Part I
INFORMATION ON RESPONDENT:
Legal Name of Respondent:
Business Address (Street/P.O. Box, City and Zip Code):
Business Phone ()
Facsimile ()
Part II
IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE TAMPA BAY PRINCIPAL?YES
IS ANY CAREERSOURCE TAMPA BAY PRINCIPAL AN EMPLOYEE OF RESPONDENT?YESNO
IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE TAMPA BAY PRINCIPAL?YESNO
IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE TAMPA BAY PRINCIPAL?YESNO
If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Tampa Bay awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____

Signature of Respondent

Print Name

Title

Organization Name

ATTACHMENT 3 LIST OF SUBCONTRACTORS

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s), as a result of this RFP. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in providing qualified certified public accounting services with specific proven experience in the area of internal controls. The successful Respondent and their subcontractor must utilize professional judgment and expertise to conduct services.

In the event that no subcontractor will be used, this form shall be returned indicating, "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED:

Signature and Date of Authorized Representative

Subcontractor Name:	Subcontractor Name:	
Business Type:	Business Type:	
Address:	Address:	
City and Zip	City and Zip	
Phone #	Phone:	
Licenses #	License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor	
Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

ATTACHMENT 4 RESUME TEMPLATE

Each Respondent should use their own resume template for all team members proposed for this project. For all resumes submitted for this project, the following disclosures must be provided for all proposed team members:

- For <u>all team members</u> indicate if individual is a CPA firm employee, a contracted individual or a subcontractor.
- For <u>all team members</u> describe (1) education, (2) professional certifications, (3) professional and business affiliations (4) years of work experience auditing workforce development boards (5) years of work experience auditing programs financed by the Federal Government (6) years of work experience auditing programs funded by the Department of Economic Opportunity (7) years of work experience auditing nonprofit organizations
- For <u>all team members</u> provide the number/type of CPE hours earned since July 1, 2017 and a statement that CPE does or does not currently confirm to Yellow Book CPE requirements.
- For <u>all team members</u> indicate the type of project duties they will perform using one of these six categories:
 - 1. Planning
 - 2. Directing (Team Leader)
 - 3. Performing Fieldwork
 - 4. Report Preparation
 - 5. Administrative Support
 - 6. File Review/Partner/Management Approval
- For team members that are <u>CPA firm employees</u>, provide a current position title and description of duties.
- For team members that are <u>contracted individuals or subcontractors</u>, provide a list of current employers and clients.
- For team members that are <u>contracted individuals or subcontractors</u>, describe any current relationships (professional or personal) with the CPA firm or its employees.

ATTACHMENT 5 OPERATING SIZE AND CFDA INFORMATION TAMPA BAY WORKFORCE ALLIANCE, INC.D/B/A CAREERSOURCE TAMPA BAY 2018-19 EXPENDITURES as of MARCH 31, 2019

Tampa Bay Workforce Alliance, Inc.	11,141,754
TOTAL CSTB 18-19 EXPENDITURES	\$ 11,141,754

Funding sources includes, but is not limited, to the following:

PROGRAM TITLE **CFDA NUMBER** Supplemental Nutrition Assistance Program 10.561 Wagner-Peyser 17.207 Workforce Innovation Opportunity Act Adult Program 17.258 Workforce Innovation Opportunity Act Youth Activities 17.259 Workforce Innovation Opportunity Act Dislocated Workers 17.278 Trade Adjustment Assistance 17.245 H-1B Job Training (Tech Hire Partnership Grant) 17.268 Temporary Assistance for Needy Families (TANF) 93.558 **Disabled Veterans Outreach Program** 17.801 Local Veterans Outreach Program 17.804 17.207 Military Family **Reemployment Services and Eligibility Assessment** 17.225

ATTACHMENT 6 PRICE REPLY FORM AUDIT AND TAX RETURN PREPARATION SERVICES

Proposer is to provide their price and a breakdown of their pricing structure for year 1, year 2, year 3, year 4 and year 5.

ATTACHMENT 7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implemented in 2 CFR 200, Appendix II(I.) and 2 CFR 215.13 – Debarment and Suspension (implementing Executive Orders 12549 and 12689, Debarment and Suspension).

INSTRUCTIONS

Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. CareerSource Tampa Bay cannot contract with these types of providers if they are debarred or suspended by the federal government.

This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

The provider shall provide immediate written notice to the CSTB Chief Financial Officer at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact CSTB Chief Financial Officer for assistance in obtaining a copy of those regulations.

The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.

CareerSource Tampa Bay may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the CSTB Chief Financial Officer's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

The prospective provider certifies, by signing this certification, that neither he nor his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department, the State or any other governmental agency.

Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

*Authorized Signature (Typed), Title

*Authorized Signature (Manual)

*This individual must have the authority to bind the respondent.

ATTACHMENT 8 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 any 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.

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 language of this certification be included in the award documents for all subcontracts 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 placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 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.

*Authorized Signature (Manual)

*Authorized Signature (Typed), Title

*This individual must have the authority to bind the respondent.

ATTACHMENT 9 CMBE CERTIFICATION

Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Florida Department of Management Services.

Whenever possible, CSTB shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR 200, Section 200.321 – Contracting with Small and Minority Businesses, Women's Business Enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable.