



REQUEST FOR PROPOSAL
FOR
AUDIT SERVICES

RELEASED: June 23, 2022

PROPOSAL DUE DATE: July 29, 2022 @ 12:00 P.M. Central time

CONTACT PERSON: MICHELE BURNS
(850) 651-2315
auditproposal@careersourceow.com



TIMETABLE

Proposed Dates

Activity

June 23, 2022	Notification regarding the release of RFP
July 12, 2022 @ 12:00 p.m. Central	Deadline for Questions/Clarification
July 15, 2022 @ 12:00 p.m. Central	Post Responses to Questions/Clarification on website www.careersourceokaloosawalton.com
July 29, 2022 @ 12:00 p.m. Central	Deadline for submitting proposals
August 19, 2022	Audit Committee Meeting for Selection
September 7, 2022	CSOW Board Meeting – Approval of Selection of Audit Firm
September 8, 2022	Notification to Proposers Announcing Selection
September 30, 2022	Deadline for Contract with Auditor

CareerSource Okaloosa Walton reserves the right to adjust the procurement timetable or extend any published deadline when it is in the best interest of CSOW. Notification will be provided to those who have submitted a proposal.

Proposals must be received at the CSOW Administrative office by the dates and times listed above. The prospective proposer is solely responsible for assuring that anything sent to CSOW arrives safely and on time. CSOW Administrative office is located at:

CareerSource Okaloosa Walton
109 8th Avenue
Shalimar, Florida 32579
Telephone Number: (850) 651-2315

Table of Contents

- I. General Information
- II. Specification Schedule
- III. Offeror's Technical Qualifications
- IV. Proposal Evaluation
- V. Conditions to all Proposals

Attachments Proposal Cover Sheets

Conflict of Interest Statement

Auditor's Certification

Vendor General Provisions, Certifications and Assurances

Debarment & Suspension Certification

Certification Regarding Lobbying

Drug Free Workplace Certification

Sworn Statement of Public Entity Crimes

CSOW Individual Non-Disclosure and Confidentiality Certification



I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (RFP) is to contract for financial and compliance audits and preparation of IRS Forms 990 for the years ending June 30, 2022, June 30, 2023, and June 30, 2024. The proposal includes options for two additional one-year periods.

B. Eligible Entities to Respond

Only Licensed Certified Public Accounting entities may respond to this RFP.

C. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted no later than 12:00 PM Central Time on Friday, July 29, 2022.

2. Inquiries

Inquiries concerning this RFP should be directed to Michele Burns, Executive Director, at 850-651-2315 or auditproposal@careersourceow.com

All questions and answers will be posted to the CareerSource Okaloosa Walton website at www.careersourceokaloosawalton.com

3. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror.

4. Instructions to Prospective Vendors

Your Proposal should be addressed as follows:

Michele Burns
Executive Director
CareerSource Okaloosa Walton
109 8th Avenue
Shalimar, FL 32579

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

SEALED PROPOSAL
Audit Services RFP
12:00 P.M. (CDT) July 29, 2022

Failure to do so may result in a premature disclosure and/or rejection of your proposal.

It is the responsibility of the Offeror to ensure that the proposal is received by CareerSource Okaloosa Walton by the date and time specified above.

Late proposals will not be considered.

5. Right to Reject

CareerSource Okaloosa Walton reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be negotiated based on the scope of work to be performed as described in this RFP.

6. Conflict of Interest Statement

CareerSource Okaloosa Walton and its representatives or agents are bound by Conflict of Interest regulations, any state regulations, or local board policy. If a proposing agency is, or should be, aware of any potential conflict of interest, the disclosure must be a part of the Certifications attached to this proposal.

7. Small and/or Minority-Owned Businesses

Small businesses and minority-owned businesses are encouraged to respond to this RFP.

8. Submission of Proposals

All proposals shall include the Offeror's technical qualifications, pricing information, and signed Certifications. These documents will become part of the contract.

9. Non Responsive Proposals

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the Certifications.
4. The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the *Government Auditing Standards* of the U.S. Comptroller General.

10. Contract

It is expected that the contract shall be a three-year fixed-price contract with renewal options for two additional one-year periods.

D. About CareerSource Okaloosa Walton

CareerSource Okaloosa Walton is a private nonprofit organization incorporated under the laws of the state of Florida and has been determined to be exempt from Federal income tax under Section 501(c) (3) of the Internal Revenue Code. CareerSource Okaloosa Walton is designated as the WIOA, Welfare Transition grant recipient and recipient of pass-through funds from Wagner Peyser, and Jobs for Veterans Act for the area known in the State of Florida as Region II. CareerSource Okaloosa Walton has been designated to administer the WIOA, Welfare Transition, Wagner Peyser, UC Re-employment Services and Veteran programs for Okaloosa and Walton Counties. CareerSource Okaloosa Walton is authorized to receive funds from additional funding sources including, but not limited to, National Emergency Grants and Supplemental Nutrition Assistance Program Grants. As recipient of funding allocations described above, CareerSource Okaloosa Walton must assure the provision of high quality employment services for employers and residents in Okaloosa and Walton Counties.



Records to be audited are maintained at the CareerSource Okaloosa Walton Shalimar administrative office. The budget was approximately \$2.8M for the year ended June 30, 2022.

As a sub-recipient of federal financial assistance exceeding \$750,000, CareerSource Okaloosa Walton is subject to the single audit requirements of Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, along with additional requirements stipulated in the Florida Department of Economic Opportunity (DEO Administrative Policy 7.01, effective August 22, 2019).

E. Legislation

Federal and State legislation has merged local workforce development projects, state workforce employee functions, and welfare programs into an integrated, cooperative One-Stop system that shares resources and prevents duplication of effort. This system focuses on building a strong local workforce to serve local employers. The One-Stop system assists employers with hiring local talent, assists unemployed jobseekers with re-employment services, prepares new job seekers for entry into the workforce and advancement, assists the neediest customers in transitioning from welfare to work, and provides continuing services that promote job retention, career development, lifelong learning, and economic self-sufficiency.

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The law supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner Peyser Act, and the Rehabilitation Act of 1973.

The Florida Department of Economic Opportunity (DEO) assists Local Workforce Development Areas (LWDA) in complying with the Federal and State Single Audit Act and ensures that its duties as a pass-through entity (as defined in these Acts) are accomplished. In addition, CareerSource Florida, Inc. and DEO have established special guidelines concerning audit quality that LWDA's are expected to follow.

F. Additional Information

Additional information on CareerSource Okaloosa Walton, workforce development, legislation, and programming can be found at the following:

- CareerSource Florida - <http://careersourceflorida.com/>
- Florida Department of Economic Opportunity - <http://www.floridajobs.org/> & <http://www.floridajobs.org/PDG/guidancepapers/019AuditAndAuditResolution.pdf>
- CareerSource Okaloosa Walton- <https://careersourceokaloosawalton.com/>
- U.S. Department of Labor Employment and Training Administration - [WIOA Factsheets.pdf \(dol.gov\)](#)
- Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
[eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)



G. Options

At the discretion of CareerSource Okaloosa Walton Board of Directors, this audit contract can be extended for two additional one-year periods. The cost for the option periods will be agreed upon by CareerSource Okaloosa Walton and the Offeror. It is anticipated that the cost for the optional years will be based upon the same approximate cost per thousand dollars of audited expenditures as the contract for the initial years and must be included in the proposal.

II. Services Required

The purpose of this RFP is to obtain the services of a public accounting entity, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority in the State of Florida

- An independent, organization-wide financial and compliance audit is to be conducted, completed, and submitted as required.
- An annual audit will be completed for each program year for all financial operations. Audit services under this procurement begin July 1, 2022 and end June 30, 2024, with two renewal option years.
- Audit will examine the status of compliance with stated federal laws governing structure, functions and mission of local workforce boards and report any material non-compliance.
- The audit will be conducted in accordance with generally-accepted auditing standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. In addition, the audits are to be performed in accordance with Uniform Guidance, 2 CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; along with all regulations, policies and rules related to the applicable funding sources as issued by the U.S. Department of Labor, Florida Department of Children and Families, CareerSource Florida Inc. and the Florida Department of Economic Opportunity. Also, each Audit shall comply with the Florida Single Audit Act, FS 215.97 and Chapter 10.650 of the Rules of the Auditor General, most current revisions if audit coverage of financial assistance is provided by the State (such as General Revenue) rather than by the Federal Government.
- The Audit will include the independent auditor's report on the financial statements including balance sheet; related statement of revenues, expenses, and changes in fund balances; statement of functional expenses; and the notes to the financial statements. An independent auditor's report on the Schedule of Federal Awards and State Financial Assistance will also be provided.
- Audit firm will test CareerSource Okaloosa Walton's reconciliation of its financial records to SERA, a proprietary system maintained by DEO. Auditor will include a note to the financial statement confirming whether or not such reconciliation was done by CareerSource Okaloosa Walton in a satisfactory way.

Auditors will prepare and file IRS Form 990 by IRS deadlines



B. Description of Programs/Contracts/Grants

Below is a Schedule of Expenditures of Federal Awards PY 2020-21:

Program	Expenditures	CFDA Number
Workforce Innovation Act (WIOA) Adult, Dislocated Worker & Youth	\$1,056,941	17.258; 17.278; 17.259
Welfare Transition (TANF)	\$535,029	93.558
Wagner- Peyser and Disabled Veterans' Outreach Program	\$523,336	17.207, 17.801
Unemployment Insurance	\$63,835	17.225
Supplemental Nutrition Assistance Program (SNAP)	\$62,906	10.561
US Department of Treasury Coronavirus Relief Fund	\$61,253	N/A
National Dislocated Worker Grant (NDWG)	\$226,206	17.277

C. Technical Assistance Provided by CareerSource Okaloosa Walton

CareerSource Okaloosa Walton staff will be available to provide technical assistance with the provision of information needed to perform a financial and compliance audit. Staff will also respond to requests for information, provide documentation or offer other assistance that may be necessary during the course of the review. Staff will provide copies of prepared reports, statements, and schedules for the auditor. Adequate workspace will be provided with access to telephone, fax, copier, and Wi-Fi. Report preparation and printing shall be the responsibility of the firm.

D. Performance

CareerSource Okaloosa Walton's records should be audited through fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024.

E. Delivery Schedule

The Offeror is to transmit one copy of the draft audit report to CareerSource Okaloosa Walton's Executive Director and Finance Director. The draft audit report is due not later than 12/31/22, 12/31/23, and 12/31/24 respectively.

The Offeror shall deliver final audit reports to CareerSource Okaloosa Walton's Executive Director and Finance Director no later than 1/31/23, 1/31/24, and 1/31/25 respectively. Once the audit is complete, the Offeror should appear before the CareerSource Okaloosa Walton Board, or an appropriate committee of the Board, to



explain the opinions expressed by the auditor and to discuss the significance of any audit findings contained in the Management Letter.

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 that do not conform to all of the provisions of the negotiated contract, the CareerSource Okaloosa Walton Board may, by written notice of default to the Offeror, terminate the whole or any part of the negotiated contract. Under certain extenuating circumstances, the contracting agency may extend the schedule upon the written request of the Offeror with sufficient justification.

F. Price

The Offeror's proposed price should include information indicating how the price was determined. For example, the Offeror should indicate the estimated number of hours by staff level, hourly rates, and total cost by staff level. The Offeror should describe the billing rates and procedures for technical questions that may arise during any given year, or whether these occasional services are covered in the proposed fee structure.

G. Payment

Final payment will be made when CareerSource Okaloosa Walton has determined that the total work effort has been satisfactorily completed.

Progress payments will be allowed to the extent that CareerSource Okaloosa Walton can determine that satisfactory progress has been made.

Should the CareerSource Okaloosa Walton Board reject a report, CareerSource Okaloosa Walton Board's authorized representative will notify the Offeror in writing of such rejection giving the reasons. 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 of the final report to the CareerSource Okaloosa Walton Board and their acceptance and approval, the Offeror may submit a final bill for the balance due on the contract for the audit.

H. Audit Review

All audit reports prepared under this contract will be reviewed by the CareerSource Okaloosa Walton Board, DEO, and any other Federal or State entity as required to ensure compliance with General Accounting Office's (GAO) *Government Auditing Standards* and other appropriate audit guides.

I. Exit Conference

An exit conference with the CareerSource Okaloosa Walton Board's 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 the CareerSource Okaloosa Board's representative. It should include internal control and program compliance observations and recommendations.

J. Work Papers

Upon request, the Offeror will provide a copy of the work papers pertaining to any questioned costs determined in the audit. The work papers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.

Upon completion of the audit, copies of internal control work papers must be provided to CareerSource Okaloosa Walton in electronic format. Florida Department of Economic Opportunity (DEO) requires that these work papers be maintained by CareerSource Okaloosa Walton and be made available for their review. The work papers will be retained by the Offeror for at least five years from the end of the audit period. Or after all findings, claims, etc. have been closed, whichever is later.

Upon request, the Offeror will provide the work papers for examination by authorized representatives of the cognizant federal or state agency, the General Accounting Office, and the CareerSource Okaloosa Walton Board.

K. Confidentiality

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to the CareerSource Okaloosa Walton Board, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so. The Offeror shall take such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to the 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, CareerSource Okaloosa Walton's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

The vendor selected will be required to have all staff working on the contract/audit/990 complete the CSOW Non-Disclosure.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

The Offeror, in its proposal, shall, as a minimum include the following:

A. Prior Auditing Experience

The Offeror should describe its prior auditing experience. Names, addresses, contact persons, and telephone numbers of prior organizations audited (maximum of five) shall be included. Experience should include the following categories:

1. Prior experience auditing entities designated as WIOA, TANF and Wagner-Peyser programs.
2. Prior experience auditing similar programs funded by the State of Florida.
3. Prior experience auditing programs financed by the Federal Government.
4. Prior experience auditing similar county or local government activities.
5. Prior experience auditing nonprofit organizations.

6. Prior experience with MIP Non-Profit Accounting Software.

B. Organization, Size, and Structure

The Offeror should describe its organization, size (in relation to audits to be performed), and structure. Indicate, if appropriate, if the firm is a small, minority-owned business or veteran owned business.

C. Staff Qualifications

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

1. Audit team makeup.
2. Overall supervision to be exercised.
3. Prior experience of the individual audit team members.

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

D. Peer Review

Include the most recent peer review.

E. State Board of Accountancy

Disclose any disciplinary action taken by the State Board of Accountancy within the last three years.

F. Understanding of Work to be Performed

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

G. Certifications

The Offeror must sign the Certification Page and include as an attachment to its proposal the Certifications enclosed with this RFP. The publications listed in the Certifications will not be provided to potential Offerors by CareerSource Okaloosa Walton; it is the sole responsibility of the Offeror to procure such publications. Complete Assurances, Provisions, and Certifications as required in federally funded contracts will be included in the negotiated contract.

Mandatory Attachments

1. Proposal Cover Sheet
2. Conflict of Interest Statement
3. Auditor's Certification
4. Vendor General Provisions, Certifications, and Assurances
5. Debarment & Suspension Certification
6. Certification Regarding Lobbying



7. Drug-Free Workplace Certification
8. Sworn Statement of Public Entity Crimes
9. Confidentiality Statement

IV. PROPOSAL EVALUATION

A. Review Process

CareerSource Okaloosa Walton may, at its discretion, request a presentation by or meeting with any or all Offerors, to clarify or negotiate modifications to the Offeror’s proposals.

However, CareerSource Okaloosa Walton reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

B. Proposal Evaluation/Selection/Approval/Negotiation

When reviewing responses to this RFP, CareerSource Okaloosa Walton Ad Hoc Audit Committee will rank potential candidates in order of qualifications, with price consideration to be secondary. Upon final evaluation of qualifications and pricing, the Ad Hoc Audit Committee will make a recommendation to the CareerSource Okaloosa Board of Directors for their approval of the proposal ranked first, second, and third. CareerSource Okaloosa Walton Board shall then give the authorized representative the authority to negotiate the final contract with the first selected Offeror with second and third choices being available for negotiations if the initial negotiations are unsuccessful.

Negotiation will involve the specific professional services sought and the fees to be charged based on the proposal submitted. If successful, these negotiations will culminate in an agreement. If these negotiations prove to be unsuccessful, negotiations may be entered into the second selected Offeror or third selected Offeror until an approved firm enters into an agreement.

Evaluation of each proposal will be based on the following criteria:

Criteria	Points
Proposal Cost	30
Proposer has experience providing audit services to similar organizations	30
The qualifications of the proposer demonstrates their capacity to perform the scope of work.	40
Proposer business status is a certified minority-owned or veteran-owned business or small business.	5
Total Maximum Points	105



CareerSource Okaloosa Walton contemplates the award of the contract to the responsible Offeror with the highest total points with pricing a separate consideration as described in the proposal evaluation process.

C. Notification of Award

It is expected that a decision selecting the successful audit firm will be made within 45 days of the closing date for the receipt of proposals. Upon conclusion of the final negotiations with the selected audit firm, all Offerors submitting proposals in response to this Request for Proposal will be notified of the name of the selected audit firm.

D. Appeal Procedures

In accordance with applicable regulations, proposers who are denied funding have the right to appeal. The following steps must be taken for proposers to appeal funding decisions:

1. Submit a letter within 3 business days from the date of the contract award to the Executive Director of CSOW stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the 4 criteria below:
 - a. Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board
 - b. Unfair competition or conflict of interest in CSOW's decision-making process
 - c. Any illegal or improper act or violation of law
 - d. Other legal bases on grounds that may substantially alter the Board's decision

The Executive Director will review the appeal and respond within 10 business days.

2. In the event the Executive Director's response is not satisfactory to the proposer, an appeal to the CSOW Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of the response from CSOW to:

CareerSource Okaloosa Walton
Attention: Chair
109 8th Avenue
Shalimar, Florida 32579

The appeal will be heard at a time set by the Chair after consultation with legal counsel.

V. CONDITIONS APPLICABLE TO ALL PROPOSALS

The following conditions are applicable to all proposals:

- A. Proposals submitted after the date and time stated on the Timeline for RFP and Selection will not be considered. It is the respondent's responsibility to ensure that their proposal meets all submission requirements.
- B. Non-conforming proposals are subject to return without review; however, CSOW reserves the right to waive informalities and minor irregularities in proposals received.
- C. Proposers are subject to applicable equal employment opportunity and affirmative action requirements. CSOW reserves the right to request copies of your latest Affirmative Action and Equal Employment Opportunity reports.
- D. No proposal will be considered if:
 - 1. The entity has been disbarred by the action of any governmental agency; or
 - 2. The entity's previous contracts with CSOW have been canceled for a cause; or
 - 3. The entity has any record of public entity crimes; or
 - 4. For any cause the proposer is determined irresponsible.
- E. CSOW may reject any and all proposals. No guarantees, expressed or implied, are made by CSOW or its agents as to the availability of funds. CSOW assumes no liability for any expenses incurred in connection with the preparation of responses to this RFP.
- F. By submission of this proposal, the proposer certifies that in connection with this proposal:
 - 1. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other proposer, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
 - 2. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.
- G. Each person signing the proposal certifies that:
 - 1. He/she is the person in the proposer's organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal and that he/she has not participated in any action contrary to (1) and (2) above; or
 - 2. He/she is not the person in the proposer's organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not participated, and will not participate, in any action contrary to (1) and (2) above.



ATTACHMENTS



PROPOSAL COVER SHEET

LEGAL NAME OF RESPONDENT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

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

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined in RFP Audit Services 2022 that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other proposer or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this agency can and will provide and make available, at a minimum, all services described in this proposal.

Typed Name of Individual with Signatory Authority

Title

Signature

Date

<p><u>CSOW USE ONLY:</u></p> <p>Date Received: _____</p> <p>Time Received: _____</p> <p>Received By: _____</p>



PROPOSAL COVER SHEET

1. Legal Name of Respondent: _____
2. Former Name(s) Under Which Respondent Has Operated:

3. Authorized Contact Person: _____
4. Address: _____
5. Telephone Number: (____) _____
6. Website Address: _____
7. Date of business Inception: _____
8. Number of Years in Business: _____
9. Number of Full-time Employees: _____
10. Legal Structure: Sole Proprietorship Partnership Corporation
11. Federal ID Number (FEIN): _____
12. Authorized to conduct business in Florida? Yes or No
13. Check to indicate if your organization is a:
 Community-based Organization Minority-owned Female-owned Veteran-owned
14. The proposer certifies that:

a) It has no outstanding liens, claims, debts, judgments, or litigation pending.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) It is current on its payment of applicable federal, state, and local taxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) There have been no disciplinary action taken by the State Board of Accountancy within the last three years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) It will comply with the assurances attached to this RFP	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) It is authorized to submit this proposal in accordance with the policies of its governing body.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 90 days from this RFP.

Typed Name of Certifying Official Title

Signature Date



Conflict of Interest Statement

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

SECTION 1

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

Signature: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

SECTION 2

I hereby certify that no official or employee of CSOW, or any Board member, or any immediate family member of a CSOW employee or Board member has a material financial interest(s) [in excess of 5%] in this firm and has filed the appropriate Conflict of Interest statements with CSOW prior to the review and discussion of this proposal.

Name: _____ Title: _____

Signature: _____ Date: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____



Auditor Certifications

On behalf of the Offeror:

- A. The individual signing certifies that the Offeror is not aware of or engaging in any activities that would be considered a conflict of interest.
- B. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- C. The individual signing certifies that the Offeror is a properly licensed certified public accountant or a public accountant licensed on or before _____ in the state of _____.
- D. The individual signing certifies that the Offeror meets the independence standards of the *Government Auditing Standards*.
- E. The individual signing certifies that he/she is aware of and will comply with the GAO Continuing Education Requirement.
- F. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.
- G. The individual signing certifies that he/she has read and understands the following publications relative to the proposed audits.
 - 1. *Government Auditing Standards* (Yellow Book)
 - 2. OMB-Uniform Guidance, 2CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 3. June 2016 Compliance Supplement
 - 4. *A Guide for Nonprofit Organizations: Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contract with the Department of Health and Human Services*
 - 5. *Audits for Voluntary Health and Welfare Organizations* (AICPA Audit Guide)
 - 6. *Audits of Certain Nonprofit Organizations* (AICPA Audit Guide)
- H. The individual signing certifies that if selected as proof Background Checks must be provided for all staff working on this agreement

The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including information on the programs/grants/contracts to be audited.
- I. The individual signing certifies that the Offeror, and any individuals to be assigned to the audits, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any federal, or state, or local government. (If the Offeror or any individual to be assigned to the audits has been found in violation of any state of AICPA professional standards, this information must be disclosed.)

Dated this _____ day of _____ 20_____.

(Offeror’s Firm Name)

(Signature of Offeror’s Representative)

(Printed Name and Title of Individual Signing)



VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Okaloosa Walton (CSOW) will not award a contract where Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

1. The Vendor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Labor and Employment Security (DLES) funds.
2. The Vendor shall indemnify, defend, and hold CareerSource Okaloosa Walton harmless from all claims, suits, judgments, or damages, including court costs and attorneys' fees caused by the Vendor's act or omission in the course of the operation of this contract to the extent permitted by law. Notwithstanding anything to the contrary contained herein, the Vendor does not hereby waive any of its sovereign immunity, and any obligation of the Vendor to indemnify, defend or hold harmless CSOW, in accordance with the preceding paragraph, shall extend only to the limit, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.
3. CareerSource Okaloosa Walton shall indemnify, defend, and hold the Vendor harmless from all claims, suits, judgments, or damages, including court costs and attorneys' fees caused by the CSOW's negligent act or omission in the course of the operation of this contract.
4. The Vendor assures that its employees for this contract will sign a CSOW Individual Non-Disclosure and Confidentiality Certification. (See Attachment I)
5. Vendor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
6. Vendor shall notify CSOW in writing of any disclosure of unsecured confidential information of Vendor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). The vendor also shall report to CSOW any Security Incidents of which it becomes aware, including those incidents reported to Vendors by its sub-contractors or agents.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CSOW information in the Vendor's possession or electronic interference with CSOW operations; however, random attempts at access shall not be considered a security incident. The vendor shall make a report to CSOW not more than seven (7) business days after Vendor learns of such use or disclosure.

Vendor's report shall identify, to the extent known:

- a. the nature of the unauthorized use or disclosure,
- b. the confidential information used or disclosed,
- c. who made the unauthorized use or received the unauthorized disclosure,
- d. what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. what corrective action the Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by CSOW.



7. The Vendor understands that the Board shall assume no liability with respect to bodily injury, illness, or any other damages or losses, or with respect to any claims arising out of any activity under this contract whether concerning persons or property in the Vendor's organization or any third party.
8. The Vendor shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this contract without prior written approval of the Board.
9. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the Contract. The Vendor is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
10. In the event and as a result of any breach of this contract, the Vendor shall indemnify and hold harmless CSOW for any disallowed costs resulting from any such breach of this contract. The management, administration, and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantee. The Grantee may act in its own best interest including, but not limited to:
 - a. Requiring a written report of corrective action within specific time frames;
 - b. Withholding payment;
 - c. Disallowing inappropriate claims, payments, or costs;
 - d. De-obligating Contract funds; or
 - e. Terminating or suspending this Contract.
11. Non-Discrimination & Equal Opportunity Assurance (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

 1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
 2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
 3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981, 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.

12. Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.



13. Access by CareerSource Okaloosa Walton Board, the Comptroller General of the United States, or any of their duly authorized representatives must be given to any books, documents, papers, and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
14. Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
15. All records pertinent to this Agreement, including financial, audit and property, and supporting documentation, shall be retained for a period of seven (7) years from the date of final payment of this Agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. If the Vendor is not able to retain the necessary records, such records shall be transferred to CSOW. Such records shall be transmitted to CSOW for acceptance in an acceptable condition for storage.
16. Davis-Bacon Act, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick-Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.
17. The Americans with Disabilities Act of 1990, P.L. 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment- related activities.
18. Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendors and Sub-vendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Sub-vendor 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.
19. Vendor agrees to administer the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial, or political gain by avoiding situations that suggest that any decision was influenced by prejudice, bias or special interest.
20. The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42U.S.C. 6962).

21. Vendor 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 Energy Policy and Conservation Act (Public Law 94-163).
22. The Vendor agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).
23. Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.
24. The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed, and dated by both parties.

25. Termination For Cause Or Convenience

All non-Federal entity's contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for the settlement.

The CareerSource Okaloosa Walton Board or Vendor may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, the CareerSource Okaloosa Walton Board shall be responsible for any outstanding allowable costs incurred up through the revised ending date of the Contract.

This Contract is subject, but not limited to, suspension, partial or full termination for cause if the Vendor is issued a notice of intent to terminate and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Reasons for Termination for Cause include but are not limited to breach of the Agreement terms. Notice of intent to terminate will be provided to the Vendor by registered mail.



26. The CareerSource Okaloosa Walton Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.
27. Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3- 277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date

Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters

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



in this transaction, in addition to other remedies available, CSOW may terminate this transaction for cause or default.

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its officers/principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local governmental department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date



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:

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

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

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date

Drug-Free Workplace Certification

Alternate I. (Grantees Other Than Individuals)

Pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CRF 98. Subpart F, I _____, the undersigned, in representation of the, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).



- 8. Notwithstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code.

Check if there are workplaces on file that are not identified here.
 Check if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

 Signature (Typed Name and Title)

I, _____, certify that I am the

 (Position title and organization)

the grantee; that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by

_____, that such signing is within the scope of my powers.

Executed On: _____



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

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

1. This sworn statement is submitted to CSOW by _____
 (Name & Title) on the behalf of _____
 (Name of entity submitting sworn statement)
 whose business address is _____
 and (if applicable) it's Federal Employer Identification Number
 (FEIN) is _____ (if the entity has no FEIN, include the
 Social Security Number of the individual signing this sworn statement.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.



- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; however, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.

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

Signature Date

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
 _____ (Name of individual signing) who, after first
 being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____ 20_____.

NOTARY PUBLIC: _____
 My commission expires: _____
 Affix Notary stamp:



CareerSource Okaloosa Walton Individual Non-Disclosure and Confidentiality Certification Form

CareerSource Okaloosa Walton adheres to the Privacy Act and General Conduct and Confidentiality Policies established by the CareerSource Okaloosa Walton Board.

Work in some areas will bring employees, board members, committee members, volunteers, and community workers in contact with information and records that are confidential. Client records and personnel files are considered confidential and are not to be shared or discussed with unauthorized persons. Any question regarding the confidentiality of a particular item should be directed to the Executive Director before the information is shared with an individual or agency.

I understand that I will or may be exposed to certain confidential information, including but not limited to personally identifiable information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (DEO), made available to my employer, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or agreement, I am requesting an approved username, password, and additional instructions for accessing the One Stop Management System, Employ Florida Marketplace (EFM), the One Stop Service Tracking (OSST) system, and any other applicable systems, (hereinafter collectively referred to as “the Workforce Systems”). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the Regional Workforce Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the DEO.



5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.

6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.

7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.

8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or DEO. I shall comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

9. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

In performance of duties pertaining to CareerSource Okaloosa Walton the undersigned agrees to abide by the confidentiality policy stated above.

Printed Name

Signature

Date

Please circle to indicate your status with CareerSource Okaloosa Walton:

CSOW Employee Center Partner Volunteer Temporary Staff Other