

*Workforce Florida, Inc.*

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**Request for Proposals  
for  
'Entrepreneurial Training and Business Technical Assistance for Targeted Groups'**

**September 13, 2004**

**1.0 Purpose.** The purpose of this Request for Proposals (RFP) is to seek innovative proposals that provide assistance to persons interested in starting a business or to small businesses interested in expanding or becoming more competitive. It is the intent of this initiative to target traditionally underserved groups including a) minority persons or small businesses owned by minority persons, b) physically disabled persons or small businesses owned by physically disabled persons, c) veterans of the US Armed Forces or small businesses owned by veterans.

Florida is a national leader in small business start-up and development. To further support the state's economic diversification and entrepreneurship development, WFI helped, in part, in the creation of the Florida National Entrepreneur Center (NEC) – a statewide resource where owners of start-up and existing businesses can access the latest technologies and full range of coordinated services they need to be successful. The NEC is a collaborative effort among the public sector, private industry and nonprofit organizations. Respondents to this RFP will be required to establish a linkage to the NEC in their program offering.

**2.0 Background.** In Florida, economic development and workforce development are both integral components in the State's efforts to improve and expand the economy. The State's Strategic Plan for Economic Development called the "Roadmap to Florida's Future" embodies the strong partnership between economic development and workforce development. WFI's own strategic plan is currently being modified to incorporate the goals of the "Roadmap." WFI, therefore, seeks out innovative programs that primarily involve business, vocational or skills upgrade training to assist in the growth and expansion of Florida's economy. This initiative to promote the startup of new businesses or the expansion of small businesses through entrepreneurial training and technical assistance aligns with that strategy and WFI's overall goal to help create jobs.

It is further the intent of this initiative to target training for business development and expansion opportunities for *minorities, the physically disabled and/or veterans*. There can exist barriers to business startup/expansion for these populations. Such barriers may include access to funding sources, the lack of technical assistance for marketing and business plans and even language barriers. When WFI states that it seeks to 'target' minorities/disabled persons and veterans for this entrepreneurial training and business technical assistance, it means that it is WFI's intent that the contractor will have in place or develop an aggressive outreach and recruitment program that reaches those populations and encourages their participation. Federal funds are being used to finance this project so the contractor cannot deny access to any person seeking to be trained and assisted under the contract resulting from this RFP. In other words, if a person who is not a member of one of the target groups seeks training and business technical assistance under the contract funded by WFI, that person cannot be denied access to the program.

**WFI has allocated up to \$700,000 for this project. No single contract may exceed \$250,000.**

WFI, at its discretion may award to a single contractor or multiple contractors based on the quality of proposals and the availability of funds. Any contract resulting from this RFP will expire on **June 30, 2005**. At its discretion, however, WFI may renew a successful contract(s) for an additional year. Such a renewal, if provided, will require a determination by WFI that the project has been successful and will depend on need and the availability of funds. WFI will be the sole authority for determining success of projects, need and the availability of funds.

**3.0 Definitions.** As used in this RFP the terms listed below are defined as follows:

**Deliverables** – Contract ‘deliverables’ are the services or products the contractor will provide and for which WFI will pay a fixed price. Rather than reimbursing the contractor for expenses it incurs for providing the services or ‘deliverables’ WFI will pay an agreed upon amount for those services and the contractor will pay its expenses out of the revenue it receives from WFI payments.

**Minority Business** – A ‘small business’ as defined below which is organized to engage in commercial transactions, is domiciled in Florida and is at least 51% owned by a minority person as defined here. ‘Minority business’ does not include the ownership of a business which is the result of a transfer of ownership from a non-minority member of the immediate family if the net worth of the immediate family group exceeds \$1 million.

**Minority Person** – It is the intent of this project to actively seek out and recruit minority persons or small minority businesses into the training and technical assistance program. *Minority person* means any person who is a lawful, permanent resident of Florida and is an African American or a member of a racial group of African descent; an Hispanic American or a person of Spanish or Portuguese origin regardless of race; an Asian American or any person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including Hawaii; a Native American which is a person who has origins in any of the Indian Tribes of North America prior to 1835; and an American woman.

**Participant** – The person receiving training or business technical assistance is considered a ‘participant.’ Therefore, ‘participant’ can be used interchangeably with trainee or client. State and federal rules use the term ‘participant’ for anyone receiving services paid for with federal funds.

**Physically Disabled Person** – Any person with a physical impairment that substantially limits one or more major life activities. A business owned by a physically disabled person is defined as 51% ownership by a minority with the same limitation on transfer as listed in ‘minority business.’

**Respondent** – The organization submitting a proposal or ‘responding’ to this RFP.

**Small Business** – An independently owned and operated concern domiciled in the State of Florida that employs 200 or fewer permanent, full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million; or any firm based in this state that has a SBA 8(a) certification. As it relates to sole proprietorships, the \$5 million shall apply to both personal and business worth.

**Veteran** – Any person who has been honorably discharged from any branch of the U.S. Armed Forces. A business owned by a veteran is defined as 51% ownership by a veteran with the same limitation on transfer as listed in ‘minority business.’

**WIA** – Federal Workforce Investment Act. This is the federal workforce training law and the source of the funds for this initiative.

**4.0 Qualifications for Respondents.** Any organization or association including community-based organizations, faith-based organizations, business groups or other for-profit or not-for-profit organizations, educational institutions or training providers may respond to this RFP. Regional workforce boards, as noted below, are not eligible to respond.

**Regional workforce boards will be a required partner of the contractor selected for this project and they will provide services to the contractor. Regional workforce boards, therefore, are NOT eligible to submit a proposal.**

Workforce Florida, Inc. received a grant from the U.S. Department of Labor to help coordinate workforce activities with community-based (CBO) and faith-based (FBO) organizations and involve those organizations to the extent possible in initiatives that are funded by WFI. CBOs and FBOs that have the capacity and experience to administer the types of activities required in this project, that is entrepreneurial training and business technical assistance, are encouraged to submit a proposal. Other organizations wishing to submit a proposal directly are encouraged to partner with CBOs and/or FBOs in their area. Such partnering with community-based or faith-based organizations may include but not be limited to assisting the contractor with identifying and recruiting minority persons or businesses into the program. WFI maintains a ‘gateway’ to a clearinghouse for CBOs and FBOs and related issues on the home page of its web site at [www.workforceflorida.com](http://www.workforceflorida.com)

WFI is seeking proposals from organizations that 1) have experience providing the types of training and business technical assistance services identified in this RFP, and 2) have experience providing those services to one or more of the populations which are targeted in this RFP.

**5.0 Funding and Eligibility Requirements.** Most of the funding that WFI utilizes for projects like the one described in this RFP comes from the U.S. Department of Labor (USDOL). Federal funds are normally provided to states with certain limitations on how they can be used along with eligibility requirements for the individuals who receive direct services paid for by those funds. The funding for this particular project comes from the USDOL Workforce Investment Act (WIA). WFI has determined that the project outlined in this RFP is an appropriate ‘use’ of these federal funds.

In addition to federal requirements regarding the eligibility of persons who can be served with these dollars, there are certain state/federal requirements regarding the reporting or data entry of activities of the trainees and clients that are served. Information regarding participants and services provided to them must be entered into a statewide management information system that meets those federal and state reporting requirements.

**Since these eligibility determination and data entry requirements are somewhat complex, contractors will be required to enter into an agreement for ‘eligibility determination’ and ‘data entry’ services with a regional workforce board or boards where services are to be provided. Regional workforce boards may provide data entry *training* to the contractor so the contractor can directly input information regarding participant activities. If the contractor has been trained and has input data for WIA participants under previous contracts, it will not need to seek those services from the regional workforce board(s). However, the contractor MAY NOT independently determine WIA eligibility for the clients it serves – eligibility must be determined by a regional workforce board. The contractor will also be required to obtain documentation of eligibility from the regional workforce board(s) it partners with and retain that eligibility documentation on all participants that are served**

and paid for out of these federal funds. If the contractor seeks payment for and WFI in turn pays for services to participants who are determined at a later time not to be WIA eligible, the contractor may be required to reimburse WFI for those payments.

**NOTE: Regional workforce boards may charge for these eligibility determination and data entry services although they are encouraged to offer them to contractors at low cost or no cost as a part of their contribution to the project. The costs for eligibility determination services from regional workforce boards will be defined at the time a contract(s) is negotiated - WFI will reimburse the contractor for these costs. DO NOT include the costs of regional board eligibility determination services in your proposal amount.**

**6.0 Project Scope of Services.** This section describes the specific types of services that are to be provided under this project and the parameters within which those services are to be provided. Potential respondents to this RFP should pay particular attention to the requirements listed in this section. Ultimately the contract that WFI initiates for the organization selected as a result of this RFP will contain language that requires the organization to provide very specific services in order to receive payments.

The project that is funded as a result of this RFP must be a *collaborative* effort involving the contractor that is selected and the regional workforce board or boards in the area(s) where services are to be provided. Not only will the regional board(s) be a necessary partner in determining eligibility and assisting with data input, but regional workforce boards will be an excellent resource for job listings and applicant referrals and other ongoing services to the entrepreneurs/businesses that are started or expanded under the contract. It is a part of the intent of this project that a partnership will be developed between the regional workforce board(s) and the contractor's clients that will last far beyond the term of the contract.

6.1 Project Parameters. The entrepreneurial training and business technical assistance services must be provided within the following parameters:

6.1.1 Services may be provided in a single area of the state, more than one area of the state or statewide.

6.1.2 Projects may address one or more of the targeted groups. Projects do not have to address all three groups.

6.1.3 WFI provided partial funding for the start-up of the National Entrepreneurial Center (NEC) in Orlando. Respondents are required to demonstrate some connectivity or linkage between their training program and the services offered by the NEC.

6.1.4 It is the intent of this RFP and the resulting contracts that WFI will pay for this entrepreneurial training and technical assistance. The contractor, therefore, shall not assess separate charges for these services to participants whose training/assistance is paid for by WFI.

Of course, in the normal conduct of its business, the contractor may train and provide business technical assistance to other clients who are not covered under its contract with WFI. As it sees fit, the contractor may charge a fee for those services to those other clients who are not covered under the contract with WFI.

6.1.5 Contracts resulting from this RFP will be performance-based meaning that WFI will pay for the timely delivery of specified services. The WFI/contractor

relationship is a ‘vendor’ relationship as contemplated by Federal OMB Circular A – 133, § \_\_\_\_.210(c) and (d).

6.2 Services. The services provided shall include, at a minimum, those listed below

6.2.1 Entrepreneurial Training. The training being offered will include such components as developing business and marketing plans; obtaining financing; quality control; customer satisfaction measures; developing operating budgets; human resource issues. Respondents will provide with their proposals an overview of the scope of the entrepreneurial training they are offering. Obviously, the more comprehensive the training, the more competitive the proposal will be.

6.2.2 Business Technical Assistance. Besides the formal training, the contractor will provide business technical assistance to the clients served under the WFI contracts. That technical assistance may include assisting clients with financing **(NOTE: None of the funds the contractor receives under a contract with WFI may be used to provide loans to clients)**; assisting the client with accessing the One-Stop services through the regional workforce board(s); providing information, consultation or referral for human resource issues; providing referral to business professional services such as accounting services, advertising services, etc. Respondents will provide with their proposals an overview of the range of the business technical assistance services they are offering. Obviously, the more comprehensive the technical assistance, the more competitive the proposal will be.

6.2.3 Project Assessment. The contractor shall have a mechanism for assessing the success of the project. This assessment would include pre-program and post-program evaluations for training components and a client satisfaction survey tool.

6.3 Deliverables. Contract(s) resulting from this RFP will be ‘performance-based’ meaning that it will list certain services that need to be provided, the documentation required for payment, the due date for the services to be provided and the payment amount for each service. The services or ‘deliverables’ may be a combination of the services listed in this RFP and any additional services offered in the proposal. The contract will include a schedule of deliverables and payments that may contain a number of ‘deliverables’ and be structured like the following example –

Deliverable 1.	(a description of what service will be provided)
Deliverable 1. Documentation	(a description of what type of documentation the contractor must provide to be paid)
Deliverable 1. Due Date	(the date upon which the service must be provided)
Deliverable 1. Payment Amount	(the amount WFI will pay for the service)

NOTE: WFI will only pay for the provision of specific deliverables. It will not reimburse the contractor for any costs or expenses – the contractor will cover its costs/expenses out of the revenue it generates from these payments-for-services by WFI or other local funds it obtains, if any.

The primary deliverables that will be included in the contract are –

- **Enrollment into training; usually priced as a fixed amount per enrollment;**
- **Completion of training; usually priced as a fixed amount per completion;**
- **Providing technical assistance; usually priced as a fixed amount per hour;**
- **Project assessments and a final summary report.**

Generally, WFI pays for training *enrollments* at a lower rate than training *completions*. As mentioned above, all of these deliverables would have to be documented.

**7.0 Proposal Submittal Requirements.** Respondents are advised to carefully read and follow these instructions for submitting proposals. WFI will use an outside team of raters to review and rate proposals based on the requirements in this RFP. **Attachments I, Proposal Transmittal Document, and Attachment II, Proposal, are provided for respondents to complete and submit as their proposals.** Using these attachments to submit the proposal makes it easier for organizations to prepare their proposals (they simply have to fill-in each section), ensures that WFI obtains the information it needs in a consistent format and therefore makes it easier for raters to review and rate the proposals.

**DO NOT submit a separate proposal. Use only Attachments I & II to submit your proposal. Respondents may, however, attach additional materials as long as the entire proposal package does not exceed 20 pages.**

7.1 Respondents shall submit seven (7) copies of their proposal (7 copies of Attachments I & II, one of which must contain an original signature of an official authorized to commit the eligible organization to the requirements of this RFP. The original signature shall appear on the “Proposal Transmittal Document” (Attachment I).

7.2 Proposals (completed Attachments I & II and other materials the respondent may provide) should not exceed twenty (20) pages. Respondents are also required to submit a letter from the regional workforce board in the area in which services will be provided that acknowledges that the regional workforce board will provide eligibility determination services and data entry services or data entry training to the respondent.

7.3 **Budget.** Respondents are also required to submit a one-page budget for their project. This budget should reflect –

- **Costs.** The projected overall costs broken down by 1) administrative costs and 2) costs for direct services to clients. ‘Administrative’ costs would be those costs associated with managing the project; ‘direct services’ costs would be those that involve the actual training and business technical assistance services provided directly to clients. Administrative costs CANNOT exceed 10% of the funds. Although WFI will not reimburse the contractor for these costs but will rather pay for services rendered, these budgets will demonstrate the cost effectiveness of the project. These budgets will not be used in the contract.

- Revenue. The budget must list where the revenue for the project is coming from – funds from WFI or funding from other sources that lower WFI’s funding. The description of other funds that help offset the costs of this project needs to be specific as to source and amount.

7.4 Leveraged Funds. ‘Leveraged funds’ are simply funds that the contractor adds to the project that offset the amount of funds that WFI provides for the project. In other words, if the cost of a project is \$100,000 but the contractor can obtain leveraged funds that reduces that overall cost by \$10,000 the amount requested from WFI would be reduced to \$90,000. The benefits to adding leveraged funds to a project are 1) they help ensure the success of the project because there’s a local financial investment; 2) they may help ensure the continuity of the project beyond WFI’s funding; and 3) they allow WFI’s dollars to go farther – in the example above, WFI would in effect be buying \$100,000 worth of training for only \$90,000; that allows WFI to fund more training. Examples of leveraged funds are –

- Donated or reduced costs for training materials
- Trainers or presenters who may donate their time at no cost
- Eligibility determination and data entry services or data entry training provided to the contractor by a regional workforce board at no charge would be ‘in-kind’ leveraged funds

**8.0 Rating Proposals and Award**. Proposals will be rated by a committee administered by the Agency for Workforce Innovation (AWI) which shall tabulate and submit its findings to Workforce Florida, Inc. After a review of the findings from AWI, Workforce Florida, Inc. will make award decisions and direct AWI to issue award notices. This RFP may be awarded to a single respondent or WFI may fund several projects. WFI retains the authority to accept or reject any or all proposals. WFI also retains the authority to negotiate contract terms with organization(s) to which it makes an award and to withdraw its award if such negotiations prove unsuccessful. The notice of award of this RFP will be e-mailed by AWI to **all respondents**; will be posted on the AWI web site at <http://www2.myflorida.awi/> and will also be posted on the WFI web site at [www.workforceflorida.com](http://www.workforceflorida.com)

**Please DO NOT call about the status of the award. When the award decision is made, respondents will be notified by email so, if a respondent has not received an email award notice, that means the award has not be finalized**

Proposals will initially be reviewed to determine that they contain the required letter from a regional workforce board. That will be a pass/fail review. If proposals do not contain the required letter they will be REJECTED. Proposals that do include the required letters will be assigned rating points as described below

8.1. Letters from Regional Workforce Board. Respondents must include with their proposal a letter from a regional workforce board within the area in which services are to be provided. The letter shall be on regional workforce board letterhead and shall be signed by an officer of the regional board. The letter shall state that the regional board 1) will provide eligibility determination services and 2) will provide data entry services or data entry training to the

contractor. If the contractor has received data entry training and has input similar data under a previous contract, the letter from the regional board does not need to address data entry.

**If a letter from a regional workforce board is not included with the proposal, the proposal MAY BE REJECTED.**

8.2 Rating Points. Raters will score each proposal using the range of points for the areas listed below:

<p><b>Leveraged funds</b> (see 7.4, Page 7) Does the proposal include local leveraged funds and, if so, to what extent? If the proposal does not include any local leveraged funds, it will receive a -0- in this section. If a proposal includes local leveraged funds that are equal to or greater than the amount being requested, it will receive the maximum 10 points.</p>	<b>0 – 5 Points</b>
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<p><b>Experience</b> (see 4.0, Pages 2 &amp; 3) Does the organization submitting a proposal have specific experience providing entrepreneurial training and business technical assistance services as described in the RFP? Does the organization have experience providing those services to one or more of the targeted groups? Does the organization have experience collaborating with a regional workforce board(s)? 0- 5 points will be assigned for each of these categories or a maximum of 15 points if an organization meets all three – 1) entrepreneurial training/technical assistance experience = 0 - 5 points; 2) providing services to targeted groups = 0 - 5 points; 3) previous/current collaborations with regional workforce board(s) = 0 - 5 points. <b>Proposal receiving zero points for experience MAY BE REJECTED.</b></p>	<b>0 – 15 Points</b>
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<p><b>Project Description</b> (see 1.0 &amp; 2.0, Page 1; 6.0, pages 4, 5 &amp; 6) This will be the section of primary focus for the raters.</p> <ol style="list-style-type: none"> <li>1. Raters will be evaluating the proposed training and technical assistance program being offered to include: <ul style="list-style-type: none"> <li>• What are the components of the training program? Does it incorporate the range of topics necessary for business startup?</li> <li>• Does the training include classroom training and self-paced computer training?</li> <li>• Has the contractor ‘validated’ its training? How does the contractor measure success?</li> <li>• Describe the required connection with the NEC.</li> <li>• What is the normal class size? Does the contractor keep class sizes small to provide more personal training?</li> <li>• What is the range of technical assistance provided to clients?</li> <li>• Does the contractor have established sources of financing for client referrals? What type of success has the contractor had in assisting clients to actually obtain financing?</li> <li>• Does the contractor’s program include actual business managers</li> </ul> </li> </ol>	<p><b>0 – 85 Points</b> — <b>(1. = 0 – 40)</b></p>
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<p>as presenters as well as subject presenters/trainers?</p> <p><b>Each of these eight (8) items will receive up to 5 points or a possible total of 40 points for all eight items under 1.</b></p>	
<p>2. Raters will be looking at the ‘methodologies’ the organization will employ for accomplishing the following:</p> <ul style="list-style-type: none"> <li>• Recruiting the targeted group or groups into the program.</li> <li>• Any collaboration with businesses or business associations/organizations (such as chambers of commerce or economic development councils or industry groups) in the area.</li> <li>• Developing or maintaining a partnership with a regional workforce board.</li> <li>• Assessing the needs of clients and customizing training to meet those needs.</li> <li>• Establishing an ongoing monitoring program to determine if each client being served is making satisfactory progress and an intervention plan if expanded or alternative services need to be provided; how will the program ensure success?</li> <li>• The type of assessment tool will be used to determine knowledge gained.</li> <li>• Assessing client satisfaction.</li> <li>• Any procedure the contractor has for ongoing tracking of clients served under the contract to further measure success of the program.</li> </ul> <p><b>Each of these eight (8) items will receive up to 5 points or a possible total of 40 points for all eight items under 2.</b></p>	<p><b>(2. = 0 – 40)</b></p>
<p>3. In addition to the required services, does the proposal include additional or ‘value-added’ services to enhance the quality or success of the project? ‘Value-added’ services are enhancements that are included in the proposal at no additional charge to WFI. If additional services are offered but they do not enhance the project, they may not be given any additional points.</p> <p><b>This item (3.) will receive 0 - 5 points</b></p>	<p><b>0 – 5 Points</b></p>
<p><b>Budget</b> (see 7.3, Page 6 and 8.2, Page 9) Does the budget reflect a good utilization of the financial resources that are being devoted to the project?</p>	<p><b>0 – 5 Points</b></p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>110 Points</b></p>

**9.0 Pre-Bid Conference.** There will be a NON-MANDATORY pre-bid conference at the offices of Workforce Florida, Inc. located at 1974 Commonwealth Lane, Tallahassee, at **2:00 PM Eastern on**

**Tuesday, September 28, 2004.** Although WFI will attempt to provide answers to questions at the pre-bid conference, the answers provided to attendees at the pre-bid conference will not represent the ‘official position’ of WFI. The ‘official’ responses to all questions received prior to the pre-bid conference and those discussed at the pre-bid conference will be incorporated into a written Pre-Bid Conference Recap. The Pre-Bid Conference Recap will be WFI’s ‘official position’ on all the questions that were raised or areas requiring clarification. This ‘Recap’ will be sent simultaneously to all known recipients of the RFP and will be posted on the WFI web site at - [www.workforceflorida.com](http://www.workforceflorida.com)

The process of issuing an ‘official’ recap in writing ensures that those persons attending the pre-bid conference do not have an advantage over potential respondents who cannot or choose not to attend the conference. The recap will be issued within 3 working days after the pre-bid conference.

**NOTE: Since it is non-mandatory, there will be no teleconference (no call-in number) capability for this pre-bid conference.**

**10.0 Schedule of Events.** To the extent possible, WFI will adhere to the following timelines:

<b>September 13, 2004</b>	Issue RFP
<b>September 28, 2004 2:00 PM, Eastern</b>	Pre-Bid Conference at WFI offices at 1974 Commonwealth Lane, Tallahassee (there will be no call-in number)

**October 13, 2004  
5:00 PM, ET**      **DEADLINE for receipt of proposals**

<b>October 22, 2004* (on or about)</b>	Ratings completed and notices of award sent to respondents; contracts will be negotiated with the successful respondents shortly after the award notice is issued.
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<b>June 30, 2005</b>	End of Project(s)
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**\*All respondents will receive a notice of award via email when the award decision is made. In addition, awards will be posted to the AWI & WFI web sites. This date is an estimated date of award; if a respondent has not received an email award notice, that means that the award decision has not been made – please do not call and request information regarding the timing of the award.**

**11.0 Contract.** This section of the RFP provides contract information to organizations that may wish to submit a proposal. The organization(s) selected as a result of this RFP and Workforce Florida, Inc. will be the parties to a formal two-party contract. The contract(s) will be performance-based (see 7.2, Page 5). WFI will designate an individual within the Contracts & Grants Section of the Agency for Workforce Innovation to act as its contract manager for the contract(s).

The contract document will, at a minimum, contain the terms and conditions that address the issues listed below (specific contract language may expand upon these issues). Where it is indicated that the provision is a state or federal requirement or both, those provisions cannot be negotiated:

11.1 Term. The proposed contract will be for the period from the date of execution until June 30, 2005. Subject to need and the availability of funds, projects that are deemed to be successful by WFI may be extended for another year or until June 30, 2006.

11.2 Parties. The parties to the proposed contract will be the WFI and the organization(s) selected as a result of this solicitation, to be executed by an official of the organization duly authorized to legally bind it to contractual terms and conditions. WFI shall not be a party to any subcontract or third party contract that the contractor requires to meet the contract deliverables. The contractor shall be solely responsible for satisfying the deliverables and performance standards.

11.3 Records. The contractor will be required to maintain books, records and documents that properly and sufficiently represent expenditures of funds provided by WFI under the proposed contract and shall also maintain performance records and any and all records relative to the contract. The contractor shall provide access to any and all such records, developed by or in the possession of the contractor relative to the proposed contract, to WFI, the Agency for Workforce Innovation, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida or to the Executive Office of the Governor of the State of Florida or their duly authorized representatives. 'Authorized representatives' may include appropriate federal agencies. **(State and federal requirement)**

11.4 Nondiscrimination. The contractor may not discriminate against any client, employee or applicant for employment based on race, color, religion, sex, handicap, age or national origin and the contractor will take affirmative action to preclude such discrimination. **(State and federal requirement)**

11.5 Cancellation. WFI will retain the authority to cancel the proposed contract, in whole or in part, upon thirty (30) days notice to the contractor by certified mail. WFI may cancel the contract upon 24 hours notice if a breach of the contract occurs. **(State requirement)**

11.6 Governance. The proposed contract will be governed by and construed in accordance with the laws of the State of Florida within the jurisdiction of Leon County. **(State requirement)**

11.7 Other requirements. The proposed contract will require the contractor to execute the following documents included in this RFP *for informational purposes only* as the designated attachments **(Federal requirement)**:  
Attachment A – Audit Requirements  
Attachment B – Assurances and Certifications

**NOTE: These 'contract' attachments (A & B) DO NOT need to be signed and included in the proposal. They will be attached to the contract when it is offered for execution. Please do not sign them and send them in with your proposal.**

11.8 Indemnification. There proposed contract will include language that indemnifies and holds it harmless from all claims, suits, judgments or other actions for damages arising from the intentional acts of negligence on the part of the contractor in its performance under the contract. **(State requirement)**

11.9 Reporting. The contractor will be required to collect and submit certain data for each participant in the program. This data is needed to create a record in the State's management information system (MIS) for tracking and reporting program performances and expenditures. The contractor **must** enter into an agreement for data input services from a regional workforce board in the area within which services are to be provided.

11.10 Program Income. Program income resulting from an award or sponsored activities shall be maintained by the contractor during the lifetime of the contract and must be added to the contract funds, either to provide additional services or to be remitted to WFI with the final closeout report, at WFI's option. 'Program income' includes fees received for services performed by the contractor pursuant to the contract during the contract period; or proceeds for the sale of property, usage or rental fees; or patent or copyright royalties. Program income shall be reported to the contract manager at least quarterly via the invoice(s). Program income not used to enhance or provide additional services shall be remitted to WFI's agent, the Agency for Workforce Innovation, with the final closeout report. The contract manager will regularly monitor program income. **(Federal requirement)**

11.11 Linking Brand. *Employ Florida* is a linking brand that Workforce Florida, Inc. has developed to assist both employers and jobseekers in locating one-stop centers and other workforce services throughout the state. It allows for one point of access via a toll-free number and a website for the purpose of locating the one-stop closest to the customer without having to know the 24 different regional names and brands or the individual service brands of their one-stops. The *Employ Florida* brand logo will be visibly displayed at all one-stops in all twenty-four regions of the state and must also be used as appropriate or as necessary by contractors/grantees of WFI for state-level projects. If, as determined by WFI, there is a need to incorporate the statewide brand, *Employ Florida*, as a part of this Contract/Grant, WFI will provide the Contractor/Grantee with the camera ready logo and marketing instructions.

**12.0 DUE DATE for Proposals.** Proposals shall be submitted for *receipt* by AWI at its office NO LATER THAN **5:00 PM, Eastern Daylight Time, October 13, 2004.** Send proposals to

**Agency for Workforce Innovation  
 MSC 200, Caldwell Building  
 107 West Madison Street  
 Tallahassee, Florida 32399-6545  
 ATTN: Laura McKinley**

**Facsimiles and e-mail proposals are not allowed.**

**13.0 Point of Contact.** All questions regarding this solicitation must be directed **via email** to the following person prior to the pre-bid conference on September 28 –

Mike Johnson	Workforce Florida, Inc.
E-mail	<b>mjohnson@workforceflorida.com</b>

**NOTE: 'Call-in' questions regarding this RFP will not be accepted.**

**14.0 Disputes.** Workforce Florida, Inc. is a public/private corporation with specific statutory authority to enter into contracts and therefore its procurement policies and procedures are not subject to the requirements of Chapter 287, Florida Statutes. Decisions by the WFI Board of Directors or the WFI Executive Committee or duly authorized WFI officials regarding the awarding of Invitations to Bids, Requests for Proposals, contract solicitations and all other procurement actions, either through a competitive process or a non-competitive process, are final.

Potentially adversely affected parties may file a written dispute of a procurement decision within the following parameters:

1. Such disputes must be in writing, signed by the official who signed the original bid/proposal, and must state with specificity the nature of the dispute and the requested disposition. The President of WFI retains the authority to determine if the written dispute meets the criterion of specificity. Any dispute that does not meet this requirement may be dismissed without further consideration.
2. Such disputes must be received by the President of Workforce Florida, Inc. at 1974 Commonwealth Lane, Tallahassee, FL 32303, not later than five (5) working days from the date of the notice of award. 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 that is not received by the President within this timeframe will be rejected without further consideration.
3. Parties filing a dispute are not allowed to provide additional information unless, at his discretion, the President requests clarification of submitted materials. The President may, solely at his discretion, invite the disputing party to make a personal presentation to augment the written dispute.
4. Within five (5) working days after receipt of any such valid dispute, the President will issue a final decision regarding the outcome of the disputed award notifying the party that filed the dispute and a member of the WFI Executive Committee. The Chairman of Workforce Florida, Inc. or its Board of Directors may direct the President to present disputes to the Executive Committee. No disputes of procurement actions will be presented to the Board of Directors unless, at the discretion of the Chairman, such full board review is deemed to be necessary.
5. 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 WFI to proceed with its disputed procurement action, either in whole or in part.

## Proposal Transmittal Document

### ‘Entrepreneurial Training & Business Technical Assistance for Targeted Groups’

In consideration of the requirements specified in this Request for Proposals titled, “Entrepreneurial Training & Business Technical Assistance for Targeted Groups”, as issued by Workforce Florida, Inc. (WFI) on September 13, 2004, or as may have been amended by WFI, the undersigned duly authorized official submits the enclosed proposal. The undersigned understands and agrees that where there may exist or develop a discrepancy between this proposal and the RFP issued by WFI, the RFP will take precedence.

<b>1. Name of Respondent:</b> (insert the name of the organization submitting proposal)	
<b>2. Location (Mailing Address):</b>	
<b>3. Name of Contact Person:</b>	
<b>a) Contact Person Phone (Voice &amp; Fax):</b>	
<b>b) Contact Person E-mail Address:</b>	
<b>4. Printed Name of Authorized Official:</b>	
<b>5. Authorized Official’s Signature:</b>	
<b>6. Date:</b>	

NOTE: This signed Proposal Transmittal Document *MUST* be submitted with the proposal.  
The deadline for *receipt* of proposals is 5:00 PM, Eastern, October 13, 2004

#### FUNDING REQUEST

<b>1. Project Amount:</b> (Amount of Funds Requested from WFI)	\$			
<b>2. Leveraged Funds:</b> (Amount of additional funds respondent has secured for the project, if any – this is not <i>required</i> )	<b>Cash:</b>	\$	<b>In-Kind</b>	\$
<b>3. Total Number of Participants to be Served:</b>				
<b>4. Cost per Participant:</b> (Project Amount in 1. above ÷ Number Participants Served in 3.)	\$ /Participant			

**REMINDER: Attachment II, Proposal, must be completed and submitted with this Proposal Transmittal Document along with a letter from a regional workforce board and a one-page BUDGET document. Attachments I & II and attachments cannot exceed 20 pages.**

## PROPOSAL

### ‘Entrepreneurial Training & Business technical Assistance for Targeted Groups’

This ‘Proposal’ document must be completed in full and submitted with – 1) Attachment I, Proposal Transmittal Document; 2) a letter from the regional workforce board; and, 3) a one-page budget document. This document is intended to be used as the proposal. DO NOT submit a separate proposal – proposals must be submitted on these attachments. Attachments I & II and any cannot exceed 20 pages. Attachments I & II should be completed as electronic documents, then printed and signed and submitted to the address listed in Section 13.0. Seven (7) copies of the proposal package must be submitted with one containing an original signature. Organizations are not required to but may submit additional information with their proposals as long as Attachments I & II plus the additional information DO NOT exceed 20 pages.

<b>1. Name of the Respondent:</b>  (insert the name of the organization submitting proposal)	
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<b>2. Place an ‘X’ if a letter from the regional workforce board is included.</b> NOTE: If a letter is not included from the regional workforce board, the proposal <u>may be rejected</u>	
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<b>3. Leveraged Funds (see 7.4, Page 6 and 8.2, Page 8):</b>  The respondent will use this section to list any local funds that are being donated to this project. For all leveraged funds, the respondent must include - the name of the source of the leveraged funds, the amount of leveraged funds and the type of funding (cash or in-kind). In-kind leveraged funds can be services provided at no cost For in-kind leveraged funds, the respondent must describe the in-kind donation <u>and indicate how</u> the value or amount was calculated. Leveraged funds are <i>encouraged</i> but not <i>required</i> . Leave blank if no leveraged funds being offered  (Respondents may delete or add rows if necessary depending on the # of sources of leveraged funds)				
<b>Response:</b>	<b>Source</b>	<b>Amount</b>	<b>‘X’ if Cash</b>	<b>Describe if In-Kind</b>
		\$		
		\$		
		\$		
	<b>TOTAL</b>	<b>\$</b>		

<b>4. Experience (see 4.0, Pages 2 &amp; 3 and 8.2, Page 7):</b>  The organization submitting this proposal will provide information in this section regarding projects it has provided or is currently providing to demonstrate its experience relating to this initiative. List projects by the category mentioned in 8.2 and listed below. For <u>each</u> project listed, include a) the company/agency with which the contract was executed, b) the amount of the project, c) project term (from when to when), d) number of clients served and e) a brief description of the services the respondent provided.
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<b>1) List projects in which you have provided or are providing the same ‘<u>type of services</u>’ being sought here – that is entrepreneurial training and business technical assistance.</b>
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Response:

2) List projects in which you have provided or are providing services to *'one or more of the targeted groups*. The projects listed here do not have to be for the same type of services being sought through this RFP – the key here is that the respondent has experience identifying, recruiting and providing services to one or more of the targeted groups. NOTE: If they relate to the targeted groups, any or all of the projects listed in 1) above can be listed here.

Response:

3) List any projects in which you have collaborated with one or more regional workforce boards. In your response, describe the collaboration; indicate whether you had a formal contract with the regional workforce board(s). Has a regional workforce board provided eligibility determination or data input for a project you managed? The projects listed here do not have to be for the same type of services being sought through this RFP – the key here is that the respondent has experience with regional workforce board(s). NOTE: If they relate to collaborations with a regional board (s), any or all of the projects listed in 1) or 2) above can be listed here.

Response:

**5. Project Description** (see 6.0, Pages 4 & 5 and 8.2 Pages 8 & 9):

This section will contain the respondent’s description of the proposed project for services. It is the main section of the proposal and contains the most available points during evaluation. On Pages 8. & 9. there are two sections with eight bullets each which describe the kind of information WFI is looking for in this project description. Respondents MUST address each of these bullets and should address them in the order they appear on Pages 8 & 9. Each of those bullets may receive up to five (5) points, so, if a respondent fails to address any of them, the proposal will receive zero (-0-) points for the particular item that is not addressed. In addition, Item 3. on Page 9. allows respondents to offer additional services not specifically required and may receive up to 5 points for those additional services. Additional services are not required but, if offered, they should be listed below *after* the bulleted items.

The box for the response below will expand as the project description is input.

Response:

**6. Budget** (see 7.3, Page 6 and 8.2, Page 9):

Attach a one-page budget showing 1) where the funds are coming from (amounts & sources) to fund this project – that will include local leveraged funds, if included, and WFI funds; and 2) how the funds are projected to be spent – this part of the budget should differentiate between projected expenditures for direct services to participants and administrative costs (those costs associated with the ‘management’ of the project).

**7. Letter from Regional Workforce Board** (see 5.0, Pages 3 & 4 and 8.1, Page 7):

**Attach a letter from the regional workforce board(s) where services are to be provided. The letter(s) should be on the regional board's letterhead and should be signed by the executive director or other officer of the regional board. The letters must state the regional board's commitment to collaborate with the respondent and must address eligibility determination and data entry services. If the regional workforce board is providing cash or in-kind leveraged funds for the project, such as local formula dollars or low cost or no cost eligibility or data entry services, the amount of 'cash' and/or a description of the 'in-kind' donation along with an explanation as to how the value was determined should be included in the letter.**

## AUDIT REQUIREMENTS

The administration of resources awarded to the recipient may be subject to audits and/or monitoring by WFI or its agent, the Agency for Workforce Innovation as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the AWI may conduct or arrange for monitoring of activities of the recipient. Such monitoring procedures may include, but not be limited to, on-site visits by the AWI staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AWI. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Comptroller or the Florida Auditor General.

### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the AWI by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the AWI. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from

non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit subrecipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the AWI by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the AWI, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>.

### **PART III: OTHER AUDIT REQUIREMENTS Not Applicable**

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General  
Attention: Ms. Lori Barton  
Agency for Workforce Innovation  
Caldwell Building  
107 East Madison St.  
Tallahassee, Fl.32399-6545

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General  
Attention: Ms. Lori Barton  
Agency for Workforce Innovation  
Caldwell Building  
107 East Madison St.  
Tallahassee, Fl., 32399-6545

B. The Auditor General's Office at the following address:

Auditor General's Office

Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-450

3. Any reports, management letter, or other information required to be submitted to the AWI pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients and subrecipients, when submitting financial reporting packages to the AWI for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

**ASSURANCES AND CERTIFICATIONS**

The grantor will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the contract, the Contractor is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ‘794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.c 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted 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,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this proposal [ or plan].

**C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned (i.e. Contractor) 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 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 employees of Congress, or 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.

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 Section 1352, Title 31, U.S.C. 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.

#### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor'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 concerning:
  - 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.
  - 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 contract be given a copy of the statement required by paragraph A.

Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

- a. Abide by the terms of the statement.
- 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 (5) calendar days after such conviction.

Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. 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 contract/Grant.

Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., 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.
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. 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 contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract 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.

**E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

As a condition to the Contractor the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title I B 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

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that AWI and the United States has the right to seek judicial enforcement of the assurance.