



REQUEST FOR PROPOSAL (RFP) FOR INDEPENDENT FINANCIAL AUDIT SERVICES

RFP SCHEDULE:

Issuance of RFP	July 27, 2023
Bidders Question Submittal Period and Deadline	July 27 – August 9, 2023
Question and Answer Released	August 14, 2023
Proposal Due Date	August 24, 2023
Evaluation Period	August 24-September 5, 2023
Contract Negotiated and Established by	October 1, 2023

Issued By:

C2 Global Professional Services, LLC (C2 GPS)

3716 N. Cynthia

McAllen, Texas 78501

C2 Global Professional Services, LLC is an Equal Opportunity employer/program and auxiliary aids

and services are available upon request to include individuals with disabilities.

TTY/TDD via RELAY Texas service at 711 or (TDD) 1-800735-2989 / 1-800-735-2988 (voice).

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**C2 GLOBAL PROFESSIONAL SERVICES, LLC
REQUEST FOR PROPOSALS (RFP)
FOR
INDEPENDENT FINANCIAL AUDIT SERVICES**

PART 1 PURPOSE AND BACKGROUND

1.1 Background

C2 Global Professional Services, LLC (C2 GPS) is a private for-profit organization that currently manages ten (10) workforce services contracts for Workforce Development Boards / Workforce Investment Boards (WDB/WIB) in Texas, Florida and Nevada. C2 GPS strives to be the premier One-Stop Operator in selected local areas of the American Job Center (AJC) network established by the US Department of Labor (USDOL). C2 GPS currently employs approximately 850 staff in seven workforce regions in Texas including the Capital Area (Austin MSA), Lower Rio Grande Valley (McAllen-Edinburg-Mission MSA), Tarrant County (Fort Worth MSA), Alamo (San Antonio MSA), Golden Crescent (Victoria MSA), Coastal Bend (Corpus Christi MSA), Southeast Texas (Beaumont-Port Arthur MSA); two workforce regions in Florida – Career Source Brevard (Rockledge) and the Career Source Capital Region (Tallahassee) and one workforce region in Nevada, Workforce Connections Southern Nevada (Las Vegas MSA). C2 GPS reserves the right to add any additional/future contracts.

1.2. Purpose and Services Sought

C2 GPS is soliciting responses from firms to provide financial audit services for fiscal year 2022 - 2023 (October 1, 2022, through September 30, 2023). The contract awarded as a result of this RFP will be for an initial contract year, and **four** one-year option periods (five total years). A Certified Public Accountant firm will provide services that will include, but are not limited to, an annual financial and compliance audit of C2 GPS records. The annual independent financial and compliance audit must be conducted and prepared in accordance with generally accepted auditing standards; such audit may be either (1) specific to the Board funded activities under the contracts in place, or (2) an organization-wide audit. The audit should be done in accordance with:

- OMB Circular A-133 Single Audit Act, all reports and opinion letters required;

- TWC’s Financial Manual of Grants and Contracts (FMGC)
- General Accounting Office (GAO) Standards for Audit of Governmental Organizations Programs, Activities, and Functions
- Guidelines for Financial and Compliance audits of federally assisted programs
- American Institute of Certified Public Accountants (AICPA) Generally Accepted Auditing Standards (GAAS)
- Department of Labor and Texas Workforce Commission
- Florida Department of Economic Opportunity (DEO)
- Nevada Governor’s Office of Economic Development

C2 GPS staff shall be available throughout the audit process to answer questions, retrieve documents, and assist in preparing letters, schedules, and work papers. The extent of staff’s assistance shall be discussed during the entrance interview at the beginning of the audit, each year. **Proposers should estimate the number of hours they perceive staff will be needed in the Narrative Part 5.1, question 2.**

Selected proposer will present a preliminary audit report and findings to the C2 GPS Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Controller and thereafter will issue a final audit report. Any instances of fraud, waste, illegal acts, or indications of such and disallowed costs must be immediately communicated to the CFO of C2 GPS. All work papers must be maintained for a minimum of three years following the date of the final report, or until any litigation, questioned or disallowed costs are resolved, whichever is later.

C2 GPS uses the modified accrual basis of accounting in measuring financial position and operating results for all levels of funding. Fund accounting is utilized for each grant on a computerized accounting software system – Micro Information Product (MIP). C2 GPS complies with and applies Generally Accepted Accounting Principles, procedures mandated by the U.S. Department of Labor and Texas Workforce Commission (TWC) and fiscal procedures as outlined in the TWC Financial Manual of Grants and Contracts (FMGC), Florida Department of Economic Opportunity (DEO) and the Nevada Governor’s Office of Economic Development.

Employees assigned to manage the Workforce Career Center programs are hired through a Professional Employer Organization (PEO) employment agreement. Temporary employees, work experience participants and subsidized employment participants are hired through different C2 GPS temporary employment agreements. The PEOs and temporary agencies act as the employer of record for C2 GPS' employees and participants.

The Boards (contracts) reimburse C2 GPS for allowable staffing costs, which include salaries, wages, payroll taxes, workers' compensation insurance and related fringe benefits.

C2 GPS does not initiate transactions related to contract costs, rental of physical facilities or purchase of equipment and operating supplies. All other costs are paid directly by the Boards based on C2 GPS approval payment procedures and payment requests.

1.3. C2 GPS Budgeted Costs

C2 GPS estimates that the first contract year of expenditures to be audited (CY2023) will be up to \$172 million. Approximately \$79 million of expenditures are related to Childcare Services contracts and \$93 million are related to Career Center contracts. It is understood that the number of contracts may increase or decrease after CY 2023.

CY2023 Budgeted Costs
\$(000s)

Workforce Board	Contract	Operations Costs	Direct Client Costs	Total Costs
Alamo Area	Career Center	\$ 12,025	\$ 4,368	\$ 16,393
	Ready to Work	\$ 2,966	\$ 5,732	\$ 8,698
Brevard	Career Center	\$ 3,382	\$ -	\$ 3,382
Capital Area TX	Career Center	\$ 2,661	\$ 1,011	\$ 3,672
	WERC	\$ 420	\$ 655	\$ 1,075
	Work Ready Now	\$ 1,870	\$ 3,474	\$ 5,344
Capital Region (FL)	Career Center	\$ 2,104	\$ 401	\$ 2,505
Coastal Bend	Career Center	\$ 5,032	\$ 1,877	\$ 6,909
Golden Crescent	Career Center	\$ 1,782	\$ -	\$ 1,782
	Child Care Services	\$ 433	\$ -	\$ 433
	CIS	\$ 559	\$ -	\$ 559
Lower Rio	Career Center	\$ 11,046	\$ 7,347	\$ 18,393
	Child Care Services	\$ 5,979	\$ 71,786	\$ 77,765
Southeast Texas	Career Center	\$ 3,832	\$ 1,683	\$ 5,515
Southern Nevada	Career Center	\$ 2,348	\$ 2,301	\$ 4,649
Tarrant County	Career Center	\$ 9,841	\$ 5,501	\$ 15,342
C2 GPS Total		\$ 66,280	\$ 106,136	\$ 172,416
Total Career Center		\$ 59,309	\$ 34,350	\$ 93,659
Total Child Care/CIS Services		\$ 6,971	\$ 71,786	\$ 78,757

Note: Florida and Nevada contracts have a 7/1/2022-6/30/2023 contract year

1.4. Solicitation Process

This is a competitive procurement utilizing the Request for Proposals method and as such, award does not have to be given to the lowest priced proposal, but rather to the offeror submitting the most responsive proposal satisfying the procurement criteria.

This RFP document and procurement process complies with all applicable Federal, State and local policies governing procurements under the grant funds to be contracted as a result of this process. This procurement provides a standardized method of ensuring open, free, maximum competition and contains the necessary background, requirements, instructions, specifications for submitting a response to this solicitation, and the proposal evaluation/selection process. This is not a purchase agreement, contract, or commitment to purchase the solicited services, nor does it commit C2 GPS to pay for any costs incurred in preparation of a response to this RFP.

Procurement of services shall be done in accordance with the Workforce Innovation and Opportunity Act (WIOA) and the Texas Workforce Commission (TWC) Financial Manual for Grants and Contracts (FMGC), regulations of the Florida Department of Economic Opportunity (DEO), and Nevada Procurement Policies as follows:

1. Release of a public notice of solicitation
2. Bidders Question and Answer Period (Q&A)
3. Issuance of any needed Addenda or Amendments
4. Release of Questions & Answers
5. Receipt of proposals
6. Determine responsive proposals
7. Evaluation of proposals in accordance with the appropriated criteria using a standardized evaluation tool
8. Contract Negotiations begins with top ranked bidder
9. If negotiations are successful non-selection notification to non-selected proposers
10. Contract Term Period Begins

1.5. Legislative Authority and WIOA

C2 GPS contracts with Workforce Development Boards (Boards) / Workforce Investments Boards (WDB/WIB) that receive grant funds from Federal, State or local sources. Board grants funding may be received from the U.S. Department of Labor's Employment & Training Administration (US DOL/ETA), U.S. Department of Health and Human Services (HHS), and U.S. Department of Agriculture (USDA). Additional funding may be received from National Dislocated Worker Grants (DWGs) and local funding for special projects. Authority for the issuance of this RFP is governed by federal and state funds, including, but not limited to:

- Workforce Innovation and Opportunity Act (WIOA) Title 1 – Adults, Dislocated Workers (including Rapid Response activities), Youth, Temporary Assistance for Needy Families and Non-Custodial Parent (TANF and Choices) and Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), Child Care Services and Childcare Quality (CCS), Trade Adjustment Assistance (TAA), other grants from local/state or Federal sources.

1.6. Eligible Proposers

Entities possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with C2 GPS and who are not debarred and/or suspended from conducting business with state and federal funded agencies are invited to respond.

Historically Underutilized Businesses (HUB) are encouraged to apply. Bidders who qualify as HUBs must attach a copy of the certificate as documentation to receive the bonus points.

Vendors who are not debarred and/or suspended from conducting business with state and federal funded agencies are invited to respond.

A prospective proposer, by submitting a proposal, represents to C2 GPS that it meets the following requirements:

- Knowledge of the federal and state workforce programs, including but not limited to: Workforce Innovation and Opportunity Act (WIOA), TANF and Choices and SNAP E&T, CCS, TAA, other grants from local/state or Federal sources.
- Knowledge of Government Accounting Standards, American Institute Certified Public Accountants (AICPA) Industry Audit Guide, OMB Circular A-133, the Single Audit Act, State of Texas Single Audit Circular, and the requirements regarding audits set forth in the Texas

Workforce Commission’s Financial Manual for Grants and Contracts, Florida Department of Economic Opportunity and the Nevada Governor’s Office of Economic Development. C2 GPS reserves the right to terminate any contract prior to, or extend the end date, and to increase or decrease a contract awarded as a result of this RFP.

- Possesses or is able to obtain adequate **financial and staff** resources as required to perform under this solicitation;
- Has a satisfactory record of integrity and ethics; and
- Is otherwise qualified and eligible to receive an award.

In addition, violation of the following provisions may cause an application to be rejected:

- a) Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to an employee, or agent of C2 GPS to influence their selection.
- b) No employee or agent of C2 GPS shall participate in the selection or administration of a contract if a conflict of interest, or potential conflict, is involved.
- c) Bidders shall not engage in any activity that restricts or eliminates competition.
- d) The contents of a successful bid may become a contractual obligation. Failure of the Bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful offeror as a basis for release of proposed services at stated price/cost.
- e) Note: As provided by the audit requirements in UG and UGMS, an auditor who prepares the indirect cost proposal or cost allocation plan for a grantee must not also be selected to perform the audit required by UG and/or the State of Texas Single Audit Circular (Part IV of UGMS) when the indirect costs recovered by the auditee during the prior year exceeded \$1 million.

PART 2 INFORMATION AND GENERAL INSTRUCTIONS

2.1 C2 GPS Current Contracts

Current C2 GPS **Texas Workforce Solutions Contracts** include: **(1) Alamo Area, (2) Capital Area, (3) Golden Crescent, (4) Lower Rio Grande, (5) Tarrant County, (6) Coastal Bend, and (7) Southeast Texas.** C2 GPS Florida Contract(s) include: **(8) Career Source Brevard Florida and (9) Career Source Capital Region Florida.** C2 GPS Nevada Contract: **(10) Workforce Connections Nevada (Las Vegas).**

2.2 Type of Contract and Payment Terms

The contract (s) executed as a result of this RFP will be cost reimbursement contract, negotiated contract amounts and details about the financial audit services requirements will be contingent upon funding and subject to any changes in legislation, regulations, or policies promulgated by the Federal funding sources, the U.S. Department of Labor, or the Texas Workforce Commission (TWC), regulations of the Florida Department of Economic Opportunity (DEO), and Nevada Procurement Policies. C2 GPS will reserve the right to vary or change the terms of any contract solicited under this RFP, including funding levels, the scope of work, performance standards, and shortening or extending the contract period, as it deems necessary.

Payment for contracted services will be reimbursed by submitting an invoice with proper documentation by the tenth (10th) of each month for costs incurred during the previous month. The invoice will be submitted to the C2 GPS fiscal department for payment to the attention of Pat Mele, CFO. The invoice will be paid within three (3) weeks of receipt of complete and accurate information.

2.3 Service Contract Term Period and Renewal:

Subject to the availability of funding, the initial contract term period will begin October 1, 2023. C2 GPS reserves the right to offer up to four additional one-year (twelve month) extensions allowing for a total 5-year contract based on the evaluation of the services, achievement of annual performance, availability of funds, and capacity of the contractor (s) to meet standards for the Independent Financial Audit Services.

Contract Term Periods	
First Year:	October 1, 2023 – September 30, 2024
Option Year 2	October 1, 2024 – September 30, 2025
Option Year 3	October 1, 2025 – September 30, 2026
Option Year 4	October 1, 2026 – September 30, 2027
Option Year 5	October 1, 2027 – September 30, 2028

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by C2 GPS, until new services can be completely

operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and C2 GPs to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The current vendor shall be reimbursed for services during the transitional period at the rate in effect when the current contract expired or was terminated. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

2.4 Insurance Requirements

The Contractor will be required to maintain insurance coverage for the period of the contract. The Contractor must obtain insurance adequate to cover the Contractor's employees against personal and bodily injury and property damage. The following minimum insurance coverage and limitations will be required:

- General liability insurance for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate.
- Workers Compensation insurance shall be required for all the Contractor's employees that will be working under this contract.
- Automobile liability Insurance covering Contractor and their employees use of motor vehicles while conducting audit related service activities. Minimum coverage of \$100,00 liability per occurrence, \$300,000 aggregate liability, \$100,000 property damage, Personal Injury Protection, uninsured motorist protection, maximum \$500 deductible.

Upon being awarded the contract, the Contractor will be required to submit proof of insurance.

2.5 General Conditions

- 1) The award of any contract based on proposals received in response to this request is contingent upon C2 GPS receiving adequate funds for the purpose from the funding source(s). C2 GPS reserves the right to withdraw, or reduce the amount of a contract, or to cancel any contract resulting from this procurement if adequate funding is not received from the funding source(s).
- 2) The intent of this RFP is to identify various prospective contract alternatives and obtain estimates of costs of services being solicited. C2 GPS is under no legal requirements to execute a contract on the basis of any proposal received.
- 3) Solicitation and selection of proposals must conform to relevant State and Federal laws and regulations and local (funding source) policies governing the use of applicable funds.
- 4) C2 GPS reserves the right to request additional information and/or negotiate issues prior to making a selection.
- 5) C2 GPS will negotiate a contract for services from proposals received for funding. C2 GPS reserves the right to require specific modifications to proposals accepted for funding before agreeing to contract, including the increase or decrease in specific line items of cost or other modifications, to bring the proposal into compliance with all applicable laws, rules and regulation(s), requirements of this Request, and/or C2 GPS and the funding source(s) policies and procedures.
- 6) The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to C2 GPS as a result of the proposer's failure to contract may be recovered from the proposer.
- 7) C2 GPS reserves the right to waive any defect in this procurement process or to make changes to this solicitation as deemed necessary, accept or reject any or all proposals received; to cancel this Request in part, or in its entirety; or to reissue the RFP.

- 8) C2 GPS specifically reserves the right to vary the provisions set forth herein at any time prior to the execution of a contract where such variance is deemed to be in the best interest of C2 GPS or the funding source(s).
- 9) Any costs incurred by the Proposer prior to the commencement date of a contract will not be paid unless a pre-contract agreement signed by both parties has been established.
- 10) All proposals and any attachments, appendices, or other information submitted as a part of a proposal become the property of C2 GPS upon submission and are subject to the Public Information Act. Proprietary information, trade secrets or other confidential information, submitted as part of a proposal, shall be clearly marked on each page it appears.
- 11) C2 GPS reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who have experience and/or knowledge of the proposer's relevant performance and/or qualification, and to request additional information from any and all proposers. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of a contract resulting from this procurement.
- 12) Proposers may not under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of C2 GPS, or to any consultant, employee or member of any Workforce Development/Investment Board with which C2 GPS has a contract for the purpose of having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 13) No award shall be made until the proposer has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the Proposer, nor any of its principals, officers or directors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- 14) No award shall be made prior to submitting a Certification Regarding Conflict of Interest stating adherence to C2 GPS or Workforce Development/Investment Board (WDB/WIB) policies regarding free and open competition and no conflicts of interest.

- 15) Awards resulting from review and evaluation of proposals will be contingent upon satisfactory negotiation of a contract, and upon successful completion of any required pre-award survey.
- 16) A contract with the selected proposer may be withheld, at C2 GPS's sole discretion, if the proposer currently has outstanding issues of questioned/disallowed costs or non-compliance with relevant statutes, regulations, or contracts, until such issues are satisfactorily resolved. Contract awards may be withdrawn by C2 GPS if resolution of these issues is not satisfactory to C2 GPS or the funding source(s).
- 17) The selected vendor shall not assign or transfer any interest in the contract in whole or in part without prior approval from C2 GPS.
- 18) C2 GPS reserves the right to increase or decrease the quantities or magnitude of the services requested at the time of award and/or throughout the term of this contract including the addition of any future contracts.
- 19) C2 GPS reserves the right to contract with more than one vendor.**

2.6 Administrative Requirements

Following are general administrative requirements that apply to all C2 GPS contractors.

Nature of Agreement. C2 GPS contractors secured from this Request are considered to be independent contractors as defined in the Governor's Uniform Grant and Contract Management Standards (UGCMS) and in the Texas Workforce Commission's Financial Manual for Grants and Contracts and Florida DEO requirements and Nevada Procurement Policies. C2 GPS may refer to the agreement between itself and the contractor/vendor as a contract; although it will be understood all federal or state requirements applicable to contractors/vendors will apply to C2 GPS contractors.

General Rule. C2 GPS contractors must comply with cost principles and administrative requirements set out in the federal Uniform Guidance Regulation (Super Circular) 2 CFR Part 200, 2 CFR Part 225, 2 CFR Part 230, and 48 CFR Chapter 1, Part 31, as supplemented by the final rules promulgated by the Texas Office of the Governor under the Uniform Grants and Contract Management Standards (UGCMS) and the Texas Workforce Commission's Financial Manual for Grants and Contracts, Florida DEO requirements and Nevada Procurement Policies.

1. Records and records retention. Records Retention is governed by funder policy which may differ from location to location. In general, records must be retained for 3 (three) years from the date the contractor submits to the awarding agency its single or last audit report for that period. Two exceptions exist:
 - a. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
 - b. If an awarding agency has made special arrangements for a Contractor to transfer to the awarding agency any records that are continuously needed for joint use (to avoid duplicate recordkeeping), the three-year requirement is not applicable to the Contractor.
2. General reporting. The selected vendor must provide such reports as are reasonable and requested by C2 GPS authorized management.
3. Organizational capacity. Proposers must demonstrate that they have the organizational capacity to provide services in accordance with the requirements in this Request for Proposals. C2 GPS reserves the right to conduct a pre-award survey of each proposer approved from this Request in order to determine the capacity of the proposer's organization to provide services, meet administrative requirements, and maintain an adequate financial system. C2 GPS also reserves the right to deny a contract to any proposer approved for funding which does not make timely changes required by C2 GPS or the funding source, as a result of a pre-award survey, to bring its systems into compliance.

2.7 Bidder Debriefing

C2 Global Professional Services, LLC (C2 GPS) is the responsible and only authority for handling protests regarding the procurement and bid selection process. The purpose of a Debriefing is to promote the exchange of information between a bidder and C2 GPS staff pertaining to the proposal process and the bid evaluation system. The goal of a Debriefing is to assist a bidder in

improving the quality of future bids. C2 GPS will not host a Debriefing with a bidder who has engaged in the Hearing process described below.

A Debriefing shall include an informal exchange of information pertaining to C2 GPS' proposal process and bid evaluation system and shall serve as an educational function for bidders.

During a Debriefing the bidder will receive information on the evaluations process. C2 GPS reserves the right to limit the amount of time allocated for a Debriefing.

Step 1: Bidders who desire a Debriefing must submit a written request within ten (10) calendar days of receipt of C2 GPS' notification of the procurement decision. C2 GPS shall acknowledge receipt of the request for a Debriefing in writing within five (5) working days of receipt, along with the date and time of the scheduled Debriefing.

The Request for a Debriefing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Adrián Aguilar, Human Resources Manager

C2 Global Professional Services, LLC

ATTN: 2023 RFP Independent Financial Audit Services

3101 W. US HWY 83

McAllen, Texas 78501

Telefax, facsimile and e-mail requests for a Debriefing will NOT be accepted.

Step 2: The Debriefing shall be scheduled at a convenient location no later than ten (10) working days from the date the written request is received by C2 GPS.

Step 3: C2 GPS and the independent evaluators (if utilized) of the specific bid proposal shall meet with the bidder and shall review: 1) the proposal and bid evaluation process; and 2) how the appealing party's proposal/bid was scored and ranked; suggestions on how to improve future bids (if applicable).

2.8 Appeal/Hearing Request

An Appeal occurs when an unsuccessful bidder believes that they were treated unfairly in the bid proposal and award process and that they, rather than the organization(s) selected for the award, deserve the procurement contract. C2 GPS will not grant a Hearing to a bidder who has engaged in the Debriefing process described above.

Step 1: If a bidder wishes to appeal the decision of C2 GPS regarding their bid proposal, the complainant bidder must submit to the CEO, a written Request for a Hearing within ten (10) calendar days of receipt of C2 GPS' notification of the procurement decision. C2 GPS shall acknowledge receipt of the request for a Hearing in writing within five (5) working days of receipt, along with the date and time of the scheduled Hearing. The Request for a Hearing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Chakib Chehadi, CEO/President

C2 Global Professional Services, LLC

ATTN: 2023 Independent Financial Audit Services

P.O. Box 92377

Austin, Texas 78709

Telefax, facsimile and e-mail notices will NOT be accepted.

Step 2: The written Request for a Hearing sent to the CEO must include the following information:

- The funding decision being appealed (*i.e.*, specific date of the RFP/IFB and C2 GPS action taken).
- Name, address and phone number of the protesting party(s).
- A description of any alleged acts or omissions by C2 GPS that form the basis for the protest (this must include the specific concerns and the specific grounds for the protest).
- Any written information the bidder believes is relevant to the protest.
- The remedy sought by the bidder.

Step 3: Upon written request, C2 GPS staff shall make available to the bidder all requested documents not exempted from disclosure under state or federal law. C2 GPS will provide copies of these documents upon payment of the standard fees for record duplication.

Step 4: A Hearing shall be scheduled at a C2 GPS Office, at a mutually agreed time and date but no later than twenty (20) calendar days from the date the request for a Hearing is received by C2 GPS.

Step 5: The CEO or his/her designee shall act as the Hearing Officer. The CEO shall also appoint a Committee of C2 GPS staff to serve as the Hearings Committee. Such committee shall consist of the Hearing Officer and either two (2) or four (4) additional committee members.

Step 6: The Hearings Committee shall meet with the protesting party to discuss the specific concerns and the specific grounds for the protest identified in the Request for a Hearing (see Step 2(c) above). Only those issues presented in the Request for a Hearing will be addressed at the Hearing. The Hearings Committee shall evaluate the appropriate actions which should be taken while abiding by C2 GPS funding rules and regulations and which are consistent with the C2 GPS' procurement policies.

Step 7: A determination will be made within ten (10) business days from the date of the Hearing. Should the Hearings Committee determination result in a different outcome for the bidder, such recommendation shall be presented to C2 GPS for consideration and possible action within five business days. However, C2 GPS is NOT obligated to accept the Hearings Committee determination and/or recommendations.

If the Hearing Committee's determination does not result in a different outcome to the bidder, such information need not be presented to C2 GPS and the bidder shall be informed in writing by the Hearings Officer of the Hearing outcome.

PART 3 PROPOSAL SUBMISSION INFORMATION

3.1 PROCUREMENT SCHEDULE

The following represents the Timeline for the RFP for Independent Financial Audit Services (Central Standard Time)

Issuance of RFP	July 27, 2023
Bidders Question Submittal Period and Deadline	July 27 – August 9, 2023
Question and Answer Released	August 14, 2023
Proposal Due Date	August 24, 2023
Evaluation Period	August 24-September 5, 2023
Contract Negotiated and Established by	October 1, 2023

3.2 Bidder's Question Period and Answer Release

The Bidder Question period provides the opportunity to request clarification about the scope and nature of the services required or to ask technical questions. To submit questions regarding this RFP please e-mail Margie Cintron, at margie@c2gps.net beginning July 27 - August 9, 2023, by 3 p.m. Bidders must include the name of the RFP in the subject line of any communication sent via e-mail. Responses to written questions received during the question period will be addressed in the Q&A provided on August 14, 2023. Questions and Answers will be posted on the C2 GPS website: <https://www.c2gps.net/>. Proposers must not communicate with any other C2 GPS staff regarding this procurement.

3.3 Submittal of Proposals:

The deadline for receipt of submission (e-mail) to this RFP is **August 24, 2023, before 3 p.m. (CST)** in order to be considered for evaluation and selection. No exceptions will be made regarding the submission deadline. All responses must be e-mailed to Margie Cintron at margie@c2gps.net. with the subject line in the e-mail addressed as: C2 GPS 2023 Independent Financial Audit Services.

Proposals may be e-mailed, hand delivered, mailed through the USPS, or sent via commercial service. Regardless of the method of delivery, the proposal **MUST** be physically at the C2 GPS office **by August 24, 2023, before 3 p.m. (CST)** in order to be considered for evaluation and selection. No exceptions will be made regarding the submission deadline.

3.4 Withdrawal of Proposal:

The applicant or his/her authorized representative may withdraw proposal prior to the deadline by written request sent by registered mail or in person, provided that the identity and authority of the individual making the request is made known and a receipt for the return of the proposal is provided.

3.5 General Instructions for Submittal

Format – The original proposal must be typed in no smaller than 12-point font and submitted on 8 1/2 x 11-inch paper. Emphasis must be placed on addressing the criteria questions in a clear and concise manner.

Number of Copies – Submit one complete proposal in a single PDF file by **e-mail to Margie Cintron at margie@c2gps.net. The proposal must contain all the elements required in the RFP package including the signature attachments to be determined responsive.** All proposal pages must be legible, and complete.

Cover Sheet - All items on the Cover Sheet must be completed. Identify the primary contact person, as well as the Signatory Authority -- the person with the legal authority to negotiate and sign a contract. (This is the person who must sign the certification forms.)

Resume - Resume of the individuals who will have day to day oversight of the Independent Financial Audit Services contract must be included. Each referenced employer should include names of immediate supervisors with current phone numbers.

Proposal Questions -- Submit a written response to each of the criteria questions contained in Part 5, Proposal Questions. Failure to follow the narrative format will result in a reduced evaluation score.

3.6 Sequence of Submission

The proposal e-mail must contain all the elements included with this RFP packet. Note that the signer of the 'Assurances and Certifications' certifies that they have authority to bind the proposing organization to contractual obligation. This signatory should execute all forms requiring signature. Please submit in the following sequence:

1. Attachment A: Proposal cover sheet
2. Proposal Narrative/Statement of Work Criteria Responses
3. Attachment A Certification by Proposer including HUB statement if applicable

4. Attachment B Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Attachment C Certification Regarding Conflict of Interest
6. Attachment D Disclosure of Interests
7. Attachment E Certification Regarding Drug-Free Workplace
8. Attachment F Certification Regarding Lobbying
9. Attachment G Certification Regarding Texas Corporate Franchise Tax
10. Attachment H State Assessment Certification
11. Attachment I Equal Opportunity and Non-Discrimination
12. Attachment J References/Past Experiences

PART 4 SELECTION PROCESS

4.1 Responsive/Responsible Vendors:

C2 GPS staff initially will review the proposals received to determine if they include required signed Attachments in the correct format described in the RFP to be determined complete and responsive. In addition, for proposals to be considered responsive to be evaluated and ranked, the following requirements must be met:

1. The proposals must have been submitted by the due date.
2. The original proposal must have original signatures.
3. The proposals must meet the specific services requested and described in the RFP Packet.
4. One complete electronic PDF must be submitted via e-mail.

All proposals will be screened for inclusion of all required information prior to release to the evaluation team. C2 GPS staff may determine proposals incomplete and non-responsive and exclude from further consideration in the procurement evaluation process or may elect to reject all proposals and re-issue RFP.

Once determined responsive, an evaluation team reviewing independently using a standardized instrument will begin the evaluation process on August 24, 2023. The evaluation results will provide a ranking for the proposals from highest to lowest average score that will be used to begin contract negotiations.

Proposals with a total averaged score less than 70 points will be considered nonresponsive and will be disqualified from further consideration. Proposals receiving a final average score of 70 points or above will be determined responsive to continue in the procurement process.

After evaluation scores are combined and averaged, a ranking is established, and negotiations will begin with the top ranked vendor. If C2 GPS is unable to reach successful negotiations with the top ranked vendor, negotiations will terminate and will begin with the next vendor in the order of the ranking until a contract is reached or C2 GPS has rejected all proposals.

C2 GPS reserves the right to request Best and Final Offers (BAFO) from all responsive vendors.

4.2 Selection Criteria

C2 GPS will evaluate proposals and select vendor(s) on the basis of the following criteria:

CRITERIA	POINTS (Total 105)
(1) Responsiveness to RFP and Approach to Audit	25
(2) Qualifications and Relevant Experience	20
(3) Availability of Staff with Professional Qualifications and Technical Abilities	30
(4) Result of External Quality Control Reviews	15
(5) Price/Cost Reasonableness	10
(6) Historical Underutilized Business (HUB)	5
Total	105

PART 5 PROPOSAL SUBMISSION INSTRUCTIONS

Proposers should prepare their responses to align with each of the Criteria Sections of the 2023 RFP for Independent Financial Audit Services. The responses to the questions should be composed in a concise, direct style that can readily be converted to a contractual Statement of Work.

The name of any subcontractor who the vendor's firm is interested in contracting with on this project must be included in the proposal responses. All subcontractors will be evaluated according to their proposed role in the project.

Proposal responses to questions should be no longer than 25 pages, excluding the required attached pages. Addendum items may be inserted into the solicitation specifications should they arise during the solicitation process and will be made available to all respondents in writing.

5.1 Criteria: Responsiveness to RFP and Approach to Audit (25 points)

(1) Describe your approach to the scope of services your firm proposes to provide in terms of both financial statements and compliance examination - The audit work plan should specify what work will be accomplished to allow you to render:

- (a) an opinion report on the financial statements,
- (b) a report on the study and evaluation of internal controls, and
- (c) reporting on the organization's control system to assure compliance.

(2) Describe your anticipated utilization of C2 GPS staff to provide work papers by estimating the number of hours C2 GPS staff time will be needed. Note: C2 GPS staff are not usually available during the period of the 8th through the 15th of the month due to closing the month and submitting the fiscal report to the Workforce Boards.

(3) Describe your methodology for accomplishing the audit work requirements in a timely and efficient manner, and any special techniques you may employ to facilitate the first- year audit requirements.

5.2 Criteria: Qualifications and Relevant Experience (20 points)

(1) Provide description of your organizational type, size, and whether local, regional, or national in scope of operations

(2) Provide the location of office that would provide services to C2 GPS and the number of professional staff by staff level at that office or any other office (with proposed billing rates), which would provide services such as auditing, accounting, tax service, or management services.

(3) Describe most recent auditing experience similar to the requested audit including your firm's experience working with Workforce or Department of Labor (DOL) or Texas Workforce Commission (TWC), Health and Human Services contracts or programs such as: WIOA, TANF, SNAP E&T, Child Care Services, or other governmental funding.

(4) Provide a minimum of three (3) references for audits performed in the last five (5) years, including the names, addresses, and telephone numbers of client officials for whom you have done same or similar work. At least one reference should be for a relevant audit engagement with a report issued within the last 12 months.

5.3 Criteria: Availability of Staff with Professional Qualifications and Technical Abilities (30 points)

- (1) Identify all staff including responsible partner(s), supervisors and staff who will work on the audit. Include copies of Certified Public Accountant credentials. Resumes for each should be included in Attachment L.
- (2) List similar experience that key personnel have in their type of work that the audit entails.
- (3) Submit time estimates for each segment of the work plan to be performed by the firm's staff (indicate staff level) to be assigned. Individual staff members should be identified with their titles provided.
- (4) Describe your organization's procedures when a member of your team that is depended upon to perform a significant portion of the work on the project can no longer perform the work, include how would you manage the change and notify C2 GPS of the proposed change in key assignments.

5.4 Criteria: Result of External Quality Control Reviews (15 points)

- (1) Provide peer reviews report/letters done in the last three (3) years.
- (2) Did the peer review result in an unmodified report? If not, provide an explanation of finding and status of any follow-up action required by the peer review committee.

5.5 Criteria: Price/Cost Reasonableness (10 points)

- (1) Provide a fee structure for all billing for audit services to C2 GPS. The fee schedule should include hour rate and an estimated number of hours:
 - Partner (hour rate), (number of hours):
 - Manager (hour rate), (number of hours):
 - Senior Staff (hour rate), (number of hours):
 - Support Staff (hour rate), (number of hours):
 - Travel expenses: Field visits will be negotiated, reimbursement for travel expenses will be provided at the state rates and we will adhere to the travel rules of the state.
 - Any other applicable related charges (please specify):

5.6 Criteria: Historical Underutilized Business (HUB) (5 points)

Points for this criteria will only be awarded to the proposing contractor Proposer must attach a current signed certification to receive points. Pending certifications will not be considered. The five points will only be awarded to the proposing agency only.

ATTACHMENT A

2023 RFP Independent Financial Audit Services

A Proposal Submitted in Response to

C2 Global Professional Services, LLC

Request for Proposals for Independent Financial Audit Services

Submitted By:

Full Legal Name of Respondent: [Click here to enter text.](#)

Date of Proposal Submission: [Click here to enter a date.](#)

SERVICES PROPOSING TO PROVIDE:

ATTACHMENT A: CERTIFICATION BY PROPOSER of Legal and Signatory Authority (including HUB statement) for 2023 RFP Independent Audit Services

I. IDENTIFICATION OF RESPONDENT *(All fields are required)*

Name of Individual Responding: [Click here to enter text.](#)

Name of Firm (if applicable): [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State:

Zip Code: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

How many years has your firm been providing same/similar services? [Click here to enter text.](#)

How many years of direct knowledge working with Contractors in a workforce environment? [Click here to enter text.](#)

How many years of experience do you have working with for-profits? [Click here to enter text.](#)

NOTE: C2 GPS ensures that small, minority, disadvantaged, and women's businesses are utilized as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities. Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by the Texas Government Code 407.101 or other state.

Is your firm registered with a state entity as a Historically Underutilized Business (HUB)? [Click here to enter text.](#) If HUB please attach certification.

Provide a brief description of your organization legal status, size, and whether it is local, regional or national in operation: [Click here to enter text.](#)

II. DESCRIPTION OF SERVICES PROVIDED

What types of reporting tools will be used? [Click here to enter text.](#)

When can you/will you be available to perform services?

III. SIGNATURE

Respondent certifies that each attachment to this Statement of Qualifications has been completed and is submitted as an integral part to this Statement.

I certify that I am authorized to submit this Statement on behalf of the above-named organization. If any information changes significantly, C2 GPS will be notified. I certify that the contents of this document are true and correct.

Signature of Respondent

Date Proposal Form Submitted

NOTE: The deadline for responses from the RFP refer to the receipt of proposals (e-mail). Responses received after the deadline will not be considered.

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Have not within a three-year period preceding this contract 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 of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT C: CERTIFICATION REGARDING CONFLICT OF INTEREST

By signature of this bid proposal, Proposer covenants and affirms that:

- No manager, employee or paid consultant of the Proposer is an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS.
- No manager, employee or paid consultant of the Proposer is an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS.
- No manager or paid consultant of the Proposer an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS.
- No employee of Workforce Solutions, or an employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS.
- No employee of Workforce Solutions (Texas), Workforce Connections (Nevada), or CareerSource (Florida) or an employee of C2 GPS receives compensation from Proposer for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Proposer has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with C2 GPS and shall immediately refund to C2 GPS any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by C2 GPS relating to that contract.

Name of Organization/Firm:

Signature of Authorized Representative *Date*

Print Name and Title of Authorized Representative:

ATTACHMENT D: DISCLOSURE OF INTERESTS

It is the fiscal policy of C2 GPS that all persons or firms seeking to do business with C2 GPS to provide the following information. **Every question must be answered. If the question is not applicable, answer with "NA".**

Company Name:

Federal ID#:

Mailing Address:

E-mail:

City:

State:

Zip Code:

Telephone:

Fax:

Firm is: Corporation Partnership Sole Owner Association Corporation Other

1. State the name of each "**non-managerial employee**" of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm."

Name:

Job Title:

2. State the names of each "**managerial employee**" of C2 GPS having an "ownership interest" constituting 10% or more of the ownership in the above name "firm."?

Name:

Job Title:

3. Other

Name:

Job Title:

Name of Organization/Firm:

*Signature of Authorized Representative**Date***Print Name and Title of Authorized Representative:**

ATTACHMENT E: CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:
Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.

Providing each employee with a copy of the subcontractor’s policy statement.

Notifying the employees in the subcontractor’s policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.

Notifying the C2 GPS within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies to the best of his/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 Congress, or an employee or a Member of Congress in connection with the awarding 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 a 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, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the 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.

Name of Organization/Firm:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT G: CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Organization/Firm:

Type of Business (if not corporation):

- Sole Proprietor
- Partnership
- Other

I.R.S. Tax Number:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT H: STATE ASSESSMENT CERTIFICATION

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

- It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas, State of Nevada or to the State of Florida

- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas, State of Nevada or to the State of Florida.

Name of Organization/Firm:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT I: EQUAL OPPORTUNITY AND NONDISCRIMINATION

EQUAL OPPORTUNITY AND NONDISCRIMINATION

[Click here to enter Company Name](#) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I Section 188 of the Workforce Innovation and Opportunity Act of 2014, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIOA Title I financially assisted program or activity. [Click here to enter Company Name](#) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

[Click here to enter Company Name](#) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders (29 CFR 38.25). Such regulations include:

- 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 (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.; and
- Title VII of the Civil Right Act of 1964, as amended, and its implementing regulations at 29 CFR Part 38 which prohibits discrimination based on race, color, religion, sex or national origin in any term, condition or privilege of employment.
- Sections 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination on the basis of age (*i.e.*, individuals 40 years of age and older); and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination against qualified individuals with disabilities.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex under any education program or activity receiving Federal financial assistance; and
- Americans with Disabilities Act of 1990, as amended; which prohibits discrimination against qualified individuals with disabilities; and
- The anti-discrimination provisions of the Immigration and Nationality Act, as amended; and
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work; and
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women; and
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).

This assurance applies to the applicant's operation of the WIOA Title I-financially assisted program or activity, and out of the WIOA Title I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

[Click here to enter Company Name](#) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. [Click here to enter Company Name](#) takes positive steps to eliminate any systematic discrimination from personnel practices. [Click here to enter Company Name](#) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, sexual orientation, disability, or political affiliation or belief.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Name of Organization/Firm:

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative:

ATTACHMENT J: REFERENCES / PAST EXPERIENCES SHEET

Submit a minimum of three (3) references of active clients. The active clients must be current customers at the time of response submission and must be three distinct customers. If your firm currently has or previously had a contract with C2 GPS, do not include it as one of the three references.

Failure to provide and include the following information with your response by the submission date of the bid may result in disqualification from further consideration for an award resulting from this solicitation. Each reference will be contacted for evaluation purposes. Any reference that does not respond in the allotted time provided by the C2 GPS will result in a score of zero.

Reference 1

[Click here to enter](#) Company Name.

[Click here to enter](#) Contact Name.

[Click here to enter](#) Address, City, State, Zip.

[Click here to enter](#) Phone Number.

[Click here to enter](#) Fax number

[Click here to enter](#) E-mail Address.

Types of Services provided: [Click here to enter text.](#)

Contract Term (how many years provided services (To/From dates): [Click here to enter text.](#)

Reference 2

[Click here to enter](#) Company Name.

[Click here to enter](#) Contact Name.

[Click here to enter](#) Address, City, State, Zip.

[Click here to enter](#) Phone Number.

[Click here to enter](#) Fax number

[Click here to enter](#) E-mail Address.

Types of Services provided: [Click here to enter text.](#)

Contract Term (how many years provided services (To/From dates): [Click here to enter text.](#)

Reference 3

[Click here to enter](#) Company Name.

[Click here to enter](#) Contact Name.

[Click here to enter](#) Address, City, State, Zip.

[Click here to enter](#) Phone Number.

[Click here to enter](#) Fax number

[Click here to enter](#) E-mail Address.

Types of Services provided: [Click here to enter text.](#)

Contract Term (how many years provided services (To/From dates): [Click here to enter text.](#)