

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
**** REQUIRED RESPONSE FORM****

TITLE: **RFP FOR Internal Accounts Auditing Services #022-PSC-1010**

Anti-Collusion Statement/Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. **An original manual signature is required.**

INTERNAL ACCOUNTS AUDITING SERVICES

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THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 S. FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

PURCHASING DEPARTMENT
Request for Proposal (RFP)
Internal Accounts Auditing Services
RFP NO: 022-PSC-1010

NOTICE TO INTERESTED PROPOSERS MAILED: September 24, 2009

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: 5:00 pm October 8, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: 3:00 P.M. October 23, 2009

INTERNAL ACCOUNTS AUDITING SERVICES

SECTION I: INTRODUCTION

1. The School Board of Polk County Florida (hereinafter "SBPC" or "District") requests proposals from qualified Certified Public Accountants to conduct an audit of the internal accounts activities of 25 public schools per year for a period of three years. Auditing Services shall commence with an audit of the internal accounts activities for the fiscal year ending June 30, 2009 and end after the completion and submission of the audit report for the fiscal year ending June 30, 2011. The contract may be renewed as outlined within this RFP.

The composition of the schools to be audited each year will be 16 Elementary Schools, 4 Middle Schools and 4 High Schools and 1 Specialized School (Specialized Schools are typically school for Exceptional Student Education). SBPC has 2 Career Centers that will not be audited every year, but sometime during the contract period they will be audited with requirements and pricing to be negotiated at that time with the successful vendor.

The District has centralized internal accounts and has, in the past, performed the audit of internal accounts activities in-house. The Internal Accounts Senior Manager will work in a collaborative effort with the successful proposer. The Auxiliary Accounting Department monitors many areas of the school's compliance with Internal Accounts Policy. They review expenditure requests; monitor inventories of Athletic/Admission tickets, and Pre-numbered receipts. Auxiliary Accounting processes all receipts and disbursements including purchasing card transactions. They also perform the bank reconciliations for Internal Accounts bank accounts. All financial transactions for Internal Accounts are processed through the District's SAP system. All of the above records/information will be available to the successful proposer.

SECTION 2: SCOPE OF SERVICES

2.0 SCOPE OF SERVICES

This Request for Proposal (RFP) is to solicit competitive proposals from qualified agencies for the purpose of providing Internal Accounts Auditing Services. The successful agency will provide these services as outlined in the Scope of Services. The scope establishes the minimum requirements to be provided by the agency. The minimum specifications for services are:

INTERNAL ACCOUNTS AUDITING SERVICES

Each school has the capacity to raise funds, administer various accounts established for various student activities, and to document the process by which internal activity funds are expended. The review of internal activities accounts will include a review of all records, books, internal working papers, bank accounts, and inventory of pre-numbered receipts, purchase orders, checks and other documents pertaining to each school's financial transactions. The accounting records are maintained on a computerized accounting system. A copy of the current audit report is included in this RFP as Attachment A.

- 1. Financial Audit.** The audit will be made in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The purpose of the audit is to express an opinion on the financial statements of the Board's agency - internal activity funds and obtain reasonable assurance about whether the financial statements are free of material misstatement. The scope of the audit is to include:
 - A. Compliance with the requirements of the State board of Education Rule 6A-1.087, Florida Administrative Code.
 - B. Compliance with Florida Statutes.
 - C. Compliance with Financial and Program Cost Accounting and Reporting for Florida Schools (the Red Book), issued by the State of Florida Department of Education.
 - D. Compliance with Polk County School Board Policies
 - E. Compliance with the Board's Internal Accounts Manual. A copy of the Internal Accounts manual is included in this RFP as Attachment B.
 - F. Test of the accounting records and such other auditing procedures as considered by the auditor as necessary in the circumstances.
- 2. Review of Internal Control Structure.** An evaluation is to be made of each school's internal control structure to determine the extent to which selected control environment factors, accounting system methods and records, and policies and procedures promoted and encouraged compliance with controlling laws, administrative rules, and other guidelines; the reliability of financial records; and the safeguarding of assets.
- 3. Management Letter.** The audit report shall include a management letter which shall contain the audit findings which may include the following material items discovered within the scope of the audit:

- A. Recommendations to improve management, accounting procedures, internal control structure and increase efficiency;
 - B. Violation of laws, rules and regulations, discovered within the scope of the audit;
 - C. Illegal expenditures discovered within the scope of the audit;
 - D. Improper or inadequate accounting procedures;
 - E. Failure to properly record financial transactions;
 - F. Other inaccuracies, irregularities, shortages, and defalcations, if any, discovered by the auditor.
4. **Exit Conference.** An exit conference will be held with each school's principal or an appointed designee. All findings will be given to Senior Manager of Internal Auditing Services or designee before they are presented to the principal.
5. **Other Matters.** The District will provide the Firm with the basic information required for the audit, and is responsible for the accuracy and completeness of that information. The Firm will advise the District about appropriate accounting principles and their application and will prepare the financial statements, but the responsibility for accuracy of the financial statements remains with the District. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets. The District will inform the Firm of any known or discovered irregularities; inaccuracies; shortages; violations of laws, policies, rules and regulations; illegal expenditures; improper or inadequate accounting procedures; and defalcations.
6. **Scheduling of Work.** The Auditor shall coordinate his schedule and requests for information through the Internal Auditing Services Department. The Auditor should, as necessary, consult with the Senior Manager of Internal Auditing Services for the school district. The Auditor shall directly contact the Senior Manager of Internal Auditing Services with any unresolved questions of access, authority, or jurisdiction. The Senior Manager of Internal Auditing Services, the Principal of each school, and other responsible personnel will be available to the Auditor during normal business hours which are generally 7:30 am – 4:30 pm. It is envisioned that the successful proposer will perform the majority of the work at the District Office in Bartow. The Auditor will be provided with reasonable work space, desks, and chairs and access to telephone lines, photocopying facilities and fax machines at each school and at the school district offices, if necessary. Report preparation, editing and printing shall be the responsibility of the Auditor.
7. **Annual Completion Date.** The Auditor will issue an audited Financial Report, in its final form, and the Management Letter for the audited schools internal accounts activities no later than February 15, 2010 for the fiscal year ended June 30, 2009. The successful proposer will, in conjunction with the Internal Audit Senior Manager, present the report to the SBPC at its Board Meeting in March. The completion date for the subsequent fiscal years will be November 15th with the report presented by the successful proposer, in conjunction with the Internal Audit Senior Manager at the Board Meeting in December.

SECTION 3: GENERAL INSTRUCTIONS TO RESPONDENTS

3.1 District Contact/Inquiries

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Scott Canton, Purchasing & Warehousing Director
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
Fax: (863) 534-0802
Phone: (863) 534-0572
Email: scott.clanton@polk-fl.net

The physical address for overnight and hand delivery only is:

Scott Canton, Purchasing & Warehousing Director
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

3.2 Written Questions

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Scott Clanton, via the contact information in Section 3.1 of this RFP. All written questions must be received by the District no later than 5:00 pm October 8, 2009. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the contractor at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. No additional questions will be accepted after the deadline indicated above.

3.3 Official Responses

On or about October 13, 2009, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>

3.4 Receipt of Proposals

Provide one original proposal with manual signatures, and four copies of the proposal (for a total of 5).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Internal Accounts Auditing Services, #022-PSC-1010. Sealed proposals will be received until 3:00 p.m. (ET) on October 23, 2009 in the School Board Purchasing Office at the address shown in Section 3.1. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened.

It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

3.5 Anticipated Schedule of Events (Subject to change as conditions may dictate)

Activity	Date
Notice to Interested Proposers Mailed and On-Line Posting of RFP	September 24, 2009
Deadline for Questions – 5:00 pm Eastern Time	October 8, 2009
Release of Official Response to Questions	October 13, 2009
Proposals Due – 3:00 P.M. Eastern Time	October 23, 2009
Evaluation Process	
*Evaluation Committee Meeting - 10:00 am until completed; Purchasing Dept. Conference Room	October 26, 2009
*Finalist Oral Presentations (If necessary) - 10:00 am until completed; Purchasing Dept. Conference Room	November 2, 2009
Posting of Award Recommendation (on or about)	November 3, 2009
Award Recommendation Submitted to School Board	November 17, 2009

All times stated are Eastern Time.

*Evaluation Committee Meeting(s) and Interviews (if necessary) will be posted as a public notice at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/evaluationsandnotices.htm>.

3.6 Conflict of Interest

The contractor must disclose any contractual relationship that exists or has existed between the contractor, or a predecessor organization of the contractor, or a subcontractor included in the contractor's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Contractor should not merely state the conclusion that no conflict of interest exists. Contractors also must disclose any existing business or personal relationship between the contractor, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

3.7 Restrictions On Contacting The District and SBPC

Upon the issuance of this RFP, all contact with the SBPC **must** be made through the designated contact person listed in Section 3.1. The Respondent **must** limit communication with the designated contact to the means specified in this document. Other District employees, representatives of the District and members of the Evaluation Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Respondents or its representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to Procurement Services. Respondents shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

SECTION 4: PREPARATION OF PROPOSALS AND REQUIRED CONTENT

1. Proposal Preparation

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP and completeness and clarity of content.

2. Required Information and Format

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that **5 copies (the original and four duplicate copies)** be submitted. The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 90 days from the day after the deadline for receipt of proposals.

3. Table of Contents

Include a table of contents for clear identification of the material by tab number listed below:

4. Tab 1 - Compliance Requirements

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Required Response Form refers to page one. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted. The enclosed original Required Response Form is the only acceptable form.
- Respondent must be properly registered, licensed and certified at time of submission:
 - Type of Business: The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Respondent shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership.
- Respondent must have been in continuous business for a minimum of three (3) years.
 - State number of years in business
- Respondent must demonstrate financial stability to SBPC. Respondent must provide at a minimum, the following financial information:
 - A Statement regarding respondent's financial stability including information as to current or prior bankruptcy proceedings.

- Bank reference
- Vendor Statement of Qualifications (See **Appendix B**)
- Principals: The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent's firm.
- Conflict of Interest Statement: See "Statement of Affirmation and Intent" (See **Appendix C**) included in this package.
- Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- Drug-Free Workplace: If applicable, sign the Drug-Free Work Place Certification form. (See **Appendix D**) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

5. Tab 2 – Experience, Qualifications and References

Respondent must have a proven track record that demonstrates success in providing similar Auditing Services as requested in this RFP.

- **Organizational History, Structure and Authoritative Direction of Control:** Describe the history, structure and authoritative direction of control of your organization with particular emphasis on your experience in providing similar Auditing Services as requested in this RFP.

List at least **three** current or recently completed projects which best illustrate the experience of the firm. List engagements most similar in size and scope to the SBPC engagement detailed in this solicitation (please include relevant experience in public school systems if applicable). Include the following for each:

- The nature of the firm's responsibility on the engagement.
- Name, address, telephone, email address and fax number for each project contact who may be contacted as a reference.
- Contract period dates (beginning and ending dates)
- Scope of Work and Services for which the firm's staff was responsible.
- Present status of the engagement.
- The firm's key professionals involved on the engagement and who of that staff would be assigned to the project covered by this RFP.

The district will check references listed by the respondent.

- **Company Profile**

- A. Is your company local, regional or national in scope? How many employees are employed company-wide? How long has the company in its existing form been in existence? How long has the company been in existence in any form? Give a brief history, if needed, concerning the changing company identity.
- B. How many offices are located in the State of Florida? How many employees are employed in the State of Florida?
- C. Where is the office located that will service this account if you receive an award? How many employees, accountants with a CPA, other accountants, other professional support staff, and other clerical/support staff are located at this location? Describe the range of services offered through this office.
- D. How many total accounts are serviced from the local office identified above in C? How many of these accounts are Florida School Districts for the purpose of conducting auditing services? Name the Florida school districts currently and since 1999 that have been audited by this office, indicate the year(s) audited and annual budgets amount. List other Florida government entities audited by this office, including year(s) audited and annual budget amount.
- E. Describe any disciplinary action taken against the firm or any individual associated with the firm by the State of Florida Board of Accountancy within the last three (3) years.
- F. Submit most recent Peer Review Report

- **Audit Team Qualifications**

- A. Identify all members of the proposed auditing team that will service the School Board's account and define the role of each member. Indicate the primary point of contact at the local office and for field inquiries.
- B. For each Account Team member indicate the following:
 - Highest level of formal education obtained
 - Continuing professional education relative to governmental accounting and auditing
 - Experience in auditing Florida governmental entities, including Scope of Work and position held during engagement. Include contracts dates of each engagement.
 - Specific experience auditing Florida school districts, including Scope of Work and position held during engagement, and total annual budget audited. Include contract dates of each engagement.
 - Membership in various national or state governmental accounting boards, committees or associations.
 - Professional recognition, such as Certified Public Accountant license, awards etc.

6. **Tab 3 - Scope of Services**

The selected respondent shall accomplish each of the tasks as outlined in the Scope of Services Section 2. For each element of the scope of services identified, please provide a clear description of how the respondent plans to carry out each service required.

7. **Tab 4 - Proposal Pricing**

The submittal should include the respondent's proposed pricing on the Proposal Price Sheet (**Appendix A**). It is expected that all respondents offer educational discounted rates. The School Board reserves the right to accept or reject proposed pricing.

8. **Tab 5 - Additional Information**

Any additional information or data which the Respondent deems essential to the proposal and for consideration, should be included in a separate section of the submittal titled, "Additional Information." If there is no additional information to present, state in this section "There is no additional information that we wish to present."

SECTION 5: EVALUATION OF PROPOSALS

1. Evaluation Of Proposals

Proposals will be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

2. Proposal Opening

Proposal submittals will be received and publicly opened. Only the names of respondents will be read at this time.

3. Proposal Evaluation Committee

A Proposal Evaluation Committee (PEC) consisting of District Staff and member(s) of the Audit Committee will convene, review, evaluate and rank all valid responses submitted based on the evaluation factors and criteria developed below.

The Proposal Evaluation Committee reserves the right to interview any, all or none of the Respondents that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award. This interview is to be based upon the written proposal received.

The Proposal Evaluation Committee reserves the right to conduct site visits of the respondent's facilities and/or of a current project they are managing.

4. Evaluation Process

SBPC will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Procurement Services staff will participate in an advisory capacity only and will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined.

5. Evaluation Factors

The Evaluation factors will include, but not necessarily be limited to the criteria listed below under Evaluation Criteria. Each evaluation factor has been assigned a maximum weight value as defined in the table below.

6. Evaluation Criteria

Only proposals that meet minimum requirements will be scored. Proposals that meet the minimum Technical requirements will be evaluated based on the following criteria:

<u>Shortlist Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight Value</u>
I. Experience, Qualifications and References	100	40%
II. Scope of Services	100	25%
III. Proposal Price	<u>100</u>	<u>35%</u>
	300	100%

Distribution of points for evaluation of Proposal Pricing will be calculated as a percentage of cost increase as compared to the lowest cost proposal received.

For example, if Respondent A submits a total cost proposal of \$10,000 and Respondent B submits a total cost of \$15,000 and Respondent C submits a total cost of \$12,500,

Respondent A would receive 100% of the possible points, Respondent B would receive 67% (\$10,000/\$15,000) of the possible points, and Respondent C would receive 80% (\$10,000/\$12,500) of the possible points. The maximum weight value would then be applied to the possible points received.

Should the PEC members request presentation or interview from shortlisted respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>		Possible Points	Maximum Weight Value
I.	Ability to Perform Work	100	50%
II.	Experience	100	30%
III.	Cost Containment Strategies	<u>100</u>	<u>20%</u>
		300	100%

A vendor's past performance may be used in the evaluation process of this RFP. All respondents should be prepared to participate in finalist interviews (if necessary) on November 2, 2009.

7. Right to Negotiate

The evaluation committee shall rank all proposals received which meet the submittal requirements. The evaluation committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the evaluation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached. Respondents are cautioned to provide their best offer initially.

8. Award And Contract

Award shall be made to the most responsive and responsible Respondent whose proposal is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of SBPC. Following the selection and upon final negotiation of the Contract terms and conditions with the top-ranked Respondent, recommendation(s) for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

9. Recommendation for Award will be posted for review by interested parties, at The Polk County School Board Office, 1915 South Floral Avenue, Bartow, Florida, on or about November 3, 2009 and will remain posted for a period of at least 72 hours. The School Board will award or reject any or all proposal(s).

10 The District reserves the right to accept or reject any or all proposals.

The District shall be the sole judge of proposers' qualifications.

The District reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right to cancel the RFP or portions thereof, without penalty.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

Nothing herein will prevent the School Board of Polk County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.

SECTION 6: GENERAL TERMS, CONDITIONS AND OTHER INFORMATION

6.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the respondents. The District reserves the right to reject any or all submitted proposals.

6.2 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled "Exceptions to RFP" any deviations or variations from the services requested in the RFP. If no such page is included in the proposal, the District will expect the vendor to provide the services requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

6.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Evaluation Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 3.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member, district personnel, representatives of the District or Evaluation Committee members on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.4 Public Records

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes.

6.5 Time

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

6.7 Public Entity Crimes Statement and Convicted Vendor List

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

6.8 Discriminatory Vendor List

Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

6.9 Invoicing for Work/Progress Billing

In consideration of the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the proposer will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement. However, the final payment will be made upon resolution of any open issues or delivery of any remaining items. The District reserves the right to temporarily retain ten percent (10%) from its fee payments to the proposer pending completion and final payment of fees in order to preserve its ability to enforce this provision, if necessary.

6.10 Preference for Drug-Free Workplace

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal. See Appendix D

6.11 District Responsibilities

The timely performance of the scope of services is the responsibility of proposer. The District agrees to provide the following assistance to proposer:

- Agree to a clear definition of the scope of services and various Contractor responsibilities.
- Provide available written documentation and access to staff.
- Provide a School Board liaison to give input to the Contractor and answer questions

If there are other resources that the contractor will require of the District please list them in your proposal.

The District agrees to provide contractor with all available data in its possession relevant to the Contractor's services. Contractor agrees to keep the District fully apprised of work in progress and shall notify the District in the event of any unanticipated problems or delays.

6.12 Other Information

All proposals, whether accepted or rejected, shall become the property of the District.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

The Contractor shall designate a Project Manager who shall be the primary contact for the Contractor.

6.13 Addendum

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any addendum received shall be signed and returned by

the proposer (returned with their proposal). Any such addenda will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> It shall be the responsibility of the proposer to be sure they received all addenda.

6.14 Protest Procedures

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6.15 Insurance Requirements

Respondent shall obtain and maintain in full force and effect throughout the initial Term of the contract and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located. The carrier must be approved by the SBPC Risk Management Department. Insurance coverage shall consist of the following General Liability Insurance in amounts of not less than Two Million Dollars (\$2,000,000) for injury to any one person and Two Million Dollars (\$2,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to School Board of Polk County (SBPC) and (b) SBPC is to be named as an additional insured party with respect to Respondent activities.

Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000). The limits specified herein are minimum limits.

The above policies for Public Liability and Property Damage Insurance must be so

written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

Worker's Compensation Insurance: The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

Employer's Liability Insurance: The Contractor shall maintain during the life of this Contract, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

Professional Liability Insurance: The Contractor shall maintain during the life of this Contract, Professional Liability Insurance for Errors & Omissions in an amount not less than \$1,000,000.00.

This policy must be continued or tail coverage provided for two years after completion of the project.

6.16 Patents And Royalties

The Respondent, without exception shall indemnify and save harmless the School Board of Polk County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board of Polk County, Florida. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

In addition, SBPC shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

6.17 Compliance With The Jessica Lunsford Act.

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

6.18 Non-Warranty Of Specifications:

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk, and verification of all information herein, shall rest solely with the proposer. Neither the District nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. .

6.19 Cancellation Of Award/Termination

SBPC, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, SBPC will be relieved of all obligations under said contract. SBPC will be required to pay to the Respondent(s) only that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to SBPC after the Termination of the contract.

SECTION 7: CONTRACT INFORMATION

7.1 Contract Period

The term of this Agreement will be effective after Board approval (on or about November 18, 2009) through the time period required to complete the Scope of Services for the audit of the fiscal year ending June 30, 2011. The Board reserves the option to extend the contract period provided the vendor is in agreement. The term of any contract shall be subject to the cancellation/termination provisions contained in this RFP.

7.2 Contract Renewal

SBPC at its sole discretion may exercise options to extend the contract for the time period required to complete the Scope of Services for the audit of the fiscal years ending June 30, 2012 and June 30, 2013. The extension of the contract for each of the time periods identified will be contingent upon the mutual written consent of both parties.

7.3 Renewal Option/Petition for Price Increase

By mutual consent of the School Board of Polk County and the successful proposer, this contract may be extended for the time periods identified in Section 7.2. The successful proposer will have an opportunity to request a price adjustment for each extension period. The request for price adjustment must be submitted in writing prior to SBPC approval of any contract renewal/extension. The successful proposer will only be allowed to submit one request for price adjustment per contract extension period.

Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Any price adjustment shall be approved by the Internal Audit Manager and Purchasing Director or their designees prior to the new price becoming effective.

7.4 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

7.5 Agreement for Services

The District may require an Agreement which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

The requirements appearing in this RFP will become part of the contract with the awarded vendor. The contract between the parties will consist of a written Agreement (if required by the District), the RFP (including addenda), and the successful proposal, together with any modifications that are agreed to by the District and the vendor. This will constitute the complete agreement between the proposer and the School Board of Polk County.

The District will consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

If the proposer requires an additional contract, then proposer should include their sample contract as an attachment to the submitted proposal.

7.6 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be subject to limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the District.

7.7 Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and The School Board of Polk County.

The proposer(s) will be fully responsible to The School Board of Polk County for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

7.8 Assignment of Contract and/or Payment

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of The School Board of Polk County.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of The School Board of Polk County.

7.9 Joint Proposal

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

7.10 Funding out/Termination

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board of Polk County may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the District's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

7.11 Work Papers

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

7.12 School Security

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement may be delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the District:

- 1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- 2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under The Influence Of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.
5. Compliance with the Jessica Lunsford Act. See Section 6.17

7.13 Dispute Resolution

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

7.14 Other Contracts

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor.

7.15 Default

In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

7.16 Legal Requirements

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

7.17 Permits and Licenses

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

7.18 Intellectual Property Rights

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the District.

7.19 Termination of Contract for Cause

The District shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the awarded vendor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded vendor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Polk County for immediate cancellation. Upon cancellation the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

7.20 Force Majure:

Performance of obligations under this RFP and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. Include this completed checklist along with your bid proposal. Items checked **Required** must be submitted at the time you submit your bid proposal or your proposal may be declared non-responsive or points could be subtracted from your evaluation score. Items checked **Requested** should be submitted at the time you submit your bid proposal to facilitate the bid evaluation process, but will not be cause for declaring your proposal non-responsive

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed REQUIRED RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest (See Section 3.6)	7
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Information from Section 4	8-11
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exceptions to RFP (if applicable)	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	26
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proposal Price Sheet - Appendix A	27
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Respondent Statement of Qualifications - Appendix B	28
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement of Affirmation and Intent – Appendix C	29
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) Appendix D	30
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 Appendix E	31

PROPOSAL PRICE SHEET

APPENDIX A

Internal Accounts Activities Audit. The firm shall provide **fixed** pricing below for completing the Schools Internal Accounts Activities Auditing Services for the 25 schools per year in accordance with the terms, conditions and specifications of this Request for Proposal (the proposal pricing shall include **all** fees and expenses). The audit will be performed each year of the contract. As new schools are added, the firm is expected to apply the pricing outlined below to the new schools throughout the term of the agreement. Proposal pricing must be submitted using the form below. Please do not modify this form.

Number of Schools	School Type	Auditing Services for Fiscal Year Ending June 30, 2009		Auditing Services for Fiscal Year Ending June 30, 2010		Auditing Services for Fiscal Year Ending June 30, 2011	
		Price per school	Total Cost	Price per school	Total Cost	Price per school	Total Cost
16	Elementary Schools	\$	\$	\$	\$	\$	\$
4	Middle Schools	\$	\$	\$	\$	\$	\$
4	High Schools	\$	\$	\$	\$	\$	\$
1	Specialized Schools	\$	\$	\$	\$	\$	\$
TOTAL COST			\$		\$		\$

Additional Services - The District may request the use of the firm's staff to provide additional services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The firm may propose a separate schedule for each type of additional service offered by the firm. It is expected that the District would authorize additional services in advance, in writing, on an individual basis. The District would jointly determine with the firm a not-to-exceed price for each project, using the contractually established rates.

Title/Specialty

- Paraprofessional \$ _____/hr
- Junior Accountant \$ _____/hr
- Senior Accountant \$ _____/hr
- Manager \$ _____/hr
- Partner \$ _____/hr
- Specialists \$ _____/hr

RESPONDENT'S STATEMENT OF QUALIFICATION

APPENDIX B

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract? Yes No
- 2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract? Yes No
- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? Yes No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? Yes No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? Yes No
- 7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

STATEMENT OF AFFIRMATION AND INTENT

APPENDIX C

To: POLK COUNTY PUBLIC SCHOOLS, PROCUREMENT SERVICES

PROJECT: INTERNAL ACCOUNTS AUDITING SERVICES

DATE: _____

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Polk County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The respondent certifies that no Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.

The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify PCSB in writing.

The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Corporate Name of Respondent (Typed)

Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

NOTARY PUBLIC:

State Of: _____ County Of: _____

On this _____ day of _____, 20____, before me appeared (name) _____
sworn, did execute the foregoing document, and did state that he or she was properly authorized by (name of company)
_____, to execute the document and did so as his or her free act and deed.

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: __ My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION FORM
APPENDIX D

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

APPENDIX E

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe governmentwide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.