

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

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

TITLE: RFP FOR External Independent Auditing Services #026-PSC-1110

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

TABLE OF CONTENTS

	Page
Required Response Form	1
Table of Contents	2
Section 1 Introduction	3
Section 2 Scope of Services	4-8
Section 3 General Instructions to Respondents	8-11
Section 4 Preparation of Proposals and Required Content	11-16
Section 5 Evaluation of Proposals	16-17
Section 6 General Terms, Conditions and Information	17-23
Section 7 Contract Information	23-28
Addendum Acknowledgement Form	29
Submittals Checklist	30
Appendix A Respondent's Statement of Qualification	31
Appendix B Statement of Affirmation and Intent	32
Appendix C Drug-Free Work Place Certification Form	33
Appendix D Certification Regarding Debarment and Instructions	34-36

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)
External Independent Auditing Services
RFP NO: 026-PSC-1110**

NOTICE TO INTERESTED PROPOSERS MAILED: October 13, 2009

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: October 27, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: November 12, 2009

External Independent Auditing Services

SECTION I: INTRODUCTION

1.1 Background:

This is a Request for Proposal (RFP) for an independent certified public accounting firm (the “proposer” or the “respondent”) to provide external independent auditing services for the School Board of Polk County, Florida (the “District” or the “Board”).

The governing board of the District established an Audit Committee (the “Committee”) that reports to the School Board. The Committee is comprised of the Board chairman, a designee from each Board Member and the Superintendent.

It is anticipated that the Audit Committee, and the Senior Manager Internal Audit Services, acting as the Evaluation Committee for this RFP, will review the proposals received in response to this RFP and will make recommendations to the School Board for the selection of the independent certified public accounting firm.

It is also anticipated that, in performing its duties, the awarded independent certified public accounting firm will have substantial interaction with the Committee. This interaction will include, but not be limited to, reviewing the scope of services, discussing the results of the audit, discussing the findings presented in the management letter issued by the firm and the responses of District management thereto and other matters as determined by the Committee. The nature and extent of the anticipated interaction of the Audit Committee with the awarded independent certified public accounting firm is more fully described in the Audit Committee Charter, a copy of which accompanies this RFP (See Attachment “A”).

In addition, it is anticipated that the independent certified public accounting firm will have substantial interaction with the District Auditor. A copy of the Internal Audit Charter also accompanies this RFP (See Attachment “B”).

1.2 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by

District school officials in accordance with Chapter 230, Florida Statutes. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 237.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Polk County, which covers 1,823 square miles and is one of the larger counties in the state. The annual budget for the District for FY 2009/2010 totals approximately \$1.4 billion. Additional information concerning the annual District budget for FY 2009/2010, the number of school sites, student population, etc. can be obtained at <http://www.polk-fl.net/districtinfo/departments/businessservices/documents/BudgetBook2009-2010.pdf>.

A copy of the District's FY 2007/2008 (Y/E June 30, 2008) Comprehensive Annual Financial Report (CAFR) can be obtained at <http://www.polk-fl.net/districtinfo/departments/businessservices/documents/annualfinancialreport08.pdf>. Proposers are encouraged to thoroughly review the information contained therein in order to become familiar with the District and its operations.

SECTION 2: SCOPE OF SERVICES

2.1 Audit Services:

The District wishes to receive proposals for selection of an independent certified public accounting firm to provide independent auditing services to the District for a period of five (5) years, with the district reserving the option of excluding fiscal years that the Office of the Auditor General of the State of Florida provides the auditing services. Auditing Services will commence with an audit of the District's financial statements for the fiscal year ending June 30, 2010 and end after the completion and submission of the audit report for the fiscal year ending June 30, 2014. The Auditor General is providing auditing services for the fiscal year ending June 30, 2009 and the District anticipates that the Auditor General will provide auditing services for the fiscal year ending June 30, 2012. The Auditor General informs the District before the beginning of any given fiscal year if it anticipates conducting an audit for that fiscal year.

2.2 Scope of Services:

A. Annual Examinations – The proposer selected as a result of this RFP shall provide external independent auditing services to the District beginning with the fiscal year ending June 30, 2010.

The annual examinations by the proposer shall include, but not necessarily be limited to, the following:

1. Financial Audit – The examinations will be a financial and compliance audit made in accordance with generally accepted auditing standards and government auditing standards pursuant to the Florida Statute 11.45 (1)(b). The examination and procedures related hereto contemplate the review of the CAFR prepared by the District. The audit procedures used should be sufficient to enable the proposer to express an opinion on the fairness with

which the financial statements present the financial position of the District and the results of its operations and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the District were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, State Board of Education Rules, Federal laws and School Board policies and procedures.

2. Review of Internal Controls – An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the proposer is to perform tests of controls and properly document its assessment. Reportable conditions shall be communicated in writing in accordance with generally accepted auditing standards.
3. Data Processing Review – The proposer will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The proposer shall communicate periodically to staff and the Audit Committee if reportable conditions in the data processing review are identified during the engagement. As part of the Management Letter, the proposer shall report the following information it deems appropriate:

- Specific comments in the above areas for the District's major computer systems
 - Overall conditions of internal control in computer environment
 - Significant weakness in internal control in data processing
4. Management Letter – A management letter will be issued that will contain significant audit findings that, among other matters, may include the following material items noted during the performance of the audit:
 - a. Whether errors or irregularities reported in the preceding audit report have been corrected;
 - b. Whether recommendations made in the preceding audit report have been implemented;
 - c. Violation of the laws, rules and regulations discovered within the scope of the audit;
 - d. Illegal expenditures discovered within the scope of the audit;
 - e. Improper or inadequate accounting procedures;
 - f. Failure to properly record financial transactions;
 - g. Other inaccuracies, irregularities, shortages or defalcations, if any,

- discovered by the firm; and
- h. Recommendations to improve management, accounting procedures and internal controls and to increase efficiency.

The successful proposer shall be required to make an immediate written report to the Audit Committee of all significant irregularities and any illegal acts as they become known to the proposer.

- 5. Financial Reports – At the completion of the audit, the proposer will submit to the District an ample supply of copies of the audit report, which shall comply with the reporting standards set forth in Rules of the Auditor General, chapter 10.550.

- B. Single Audit - The proposer will perform a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133, Audits of State and Local Governments; and the Rules of the Auditor general of the State of Florida in order to report on the Schedule of Federal Financial Assistance, on the compliance of the District with laws and regulations and on internal controls, as required by the Single Audit Act.

Information related to the single audit, including the schedule of Federal Financial Assistance, findings and recommendations, and auditor's report on the internal control structure and compliance with applicable laws and regulations, will be included in a separate report, when completed.

- C. Continuing Education – Opportunities to attend continuing education seminars, for at least two days, each year, shall be provided to employees of the District that either account for or audit the records of the school system. These seminars shall be in a location within a reasonable driving time (approximately one hour) from the District office in Bartow.

- D. Time Requirements

- 1. Commencement of the Audit – The District will have appropriate management personnel, as well as the Audit Committee available to meet with the audit team of the successful proposer soon after contract award and execution of a professional services contract (if required) between the Board and the proposer.

- 2. Schedule of the Fiscal Year Audit – Each of the following shall be completed no later than the date indicated:

- a. Audit Plan – By April 30, 2010 a detailed plan will be provided to the Audit committee covering audit procedures for the fiscal year ended June 30, 2010. In each succeeding fiscal year for which audit services will be provided, a detailed plan will be provided to the Audit Committee by April 30 of that year.

- b. Preliminary Fieldwork – Preliminary Fieldwork should commence shortly after presentation of the audit plan and is to be completed no later than June 15th.
 - c. Fieldwork – Fieldwork should commence shortly after presentation and approval of the CAFR by the School Board to insure that reporting deadlines outlined below can be met.
 - d. Progress Conferences – Progress conferences will be held with the Audit Committee, The Assistant Superintendent of Business Services, the Senior Manager of Internal Audit Services and other key Financial Management Division personnel at least monthly during the course of the engagement. In addition, conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.
 - e. Reporting Deadlines – The audit report, in its final form, and the management letter, shall be completed for each fiscal year no later than the last working day in November with the report presented to the Board at its first Board meeting in January.
 - f. Periodic Reports – Provide periodic reports to the District assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Financial Accounting Standards Board/Governmental Accounting Standards Board or any other significant financial/accounting matters that may affect the District in a timely manner, as applicable.
- E. Invoicing for Work/Progress Billing – In consideration of the size of the fees to be generated and 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 successful proposer pending completion and presentation of the final report.
- F. Working Papers - In all cases, the awarded firm(s) shall retain all working 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 for a period of five (5) years. Working 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.

- G. Support Personnel – Support personnel, including the District Senior Manager of Internal Audit Services and staff, will be made available by the District to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.

The School Board Senior Manager of Internal Audit Services and other district office staff will cooperate in answering questions and obtaining existing information or audits that have already been performed in order to assist the outside auditors. Neither the Senior Manager of Internal Audit Services nor district staff will be available to work side-by-side with the outside auditors as existing work-loads will not permit this type of arrangement. Also, the Board will furnish a secured room as work space for the CPA firm personnel.

Previous auditors and the Auditor General have relied on the following work and reports that were performed by Internal Audit Services as part of their annual audit plan; (1) Yearend Inventory Test counts (2) Payroll Tests and (3) Purchasing Card Tests.

- 2.3** Charter Schools (per Florida Statutes) and the Polk Education Foundation and Business Partnership, Inc. contract for external audit services independent from the District, but are reported in the District's Annual Financial Report as a Component Unit.
- 2.4** It is anticipated that the contracted firm will primarily rely on the District's audit of student generated Internal Funds as contemplated by State Board of Education Rule 6A-1.087, Florida Administrative Code. These funds are reported as Agency Fund in the Fiduciary Fund Type.

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 27, 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 30, 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 eleven copies of the proposal (for a total of 12).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for External Independent Auditing Services, #026-PSC-1110. Sealed proposals will be received until 3:00 p.m. (ET) on November 12, 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	October 13, 2009
Deadline for Questions – 5:00 pm Eastern Time	October 27, 2009
Release of Official Response to Questions	October 30, 2009
Proposals Due – 3:00 P.M. Eastern Time	November 12, 2009
Evaluation Process	
*Evaluation Committee Meeting - 10:00 am until completed; Finance Dept. Conference Room	November 16, 2009
*Finalist Oral Presentations (If necessary) - 10:00 am until completed; Finance Dept. Conference Room	Week of November 16, 2009
Posting of Award Recommendation (on or about)	November 19, 2009
Award Recommendation Submitted to School Board	December 8, 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

Upon the issuance of this RFP, all contact with the District **must** be made through the designated contact person listed in Section 3.1. The Proposer **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 Proposers or its representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to the Purchasing Department. Proposers 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.

3.8 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 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.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

SECTION 4: PREPARATION OF PROPOSALS AND REQUIRED CONTENT

4.1 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.

4.2 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 **12 copies (the original and eleven 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.

4.3 Table of Contents

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

4.4 Tab 1 - Compliance Requirements

This is a compliance section and carries no evaluation points. Proposers 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:
 - Respondent shall be licensed to practice public accounting within the State of Florida and shall be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accounts. Please submit a statement confirming the above qualifications have been met.
 - 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 shall have performed continuous CPA services in the government section for a minimum of five (5) years.
 - State number of years performing continuous CPA services in the government section
- 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 A**)
- 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.
- Respondent must complete and submit the "Statement of Affirmation and Intent" (See **Appendix B**) 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 C**) 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.

- Respondent must complete and submit the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (See **Appendix D**) included in this package.

4.5 Tab 2: Profile, Experience, Qualifications and References

A. Profile, Experience, Qualifications and References of the Firm:

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

1. State whether the proposer is local, regional or national.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. Describe the range of services offered by the local office, such as audit, accounting or tax services.
4. Describe the computer auditing capability of the local office, including the numbers and classifications of skilled personnel.
5. Describe the experience of the local office in performing audits of governmental entities, including preparing governmental financial statements in conformance with GASB Pronouncements, Statements and Interpretations; in performing Single Audits; and in providing assistance to clients in preparing the Comprehensive Annual Financial Report for submission to the Association of School Business Officials (“ASBO”) or Government Finance Officers’ Association (“GFOA”).
6. Describe the school board audit experience of the proposer within the State of Florida and in other states.
7. Indicate the length of time that the proposer has provided the services described under 3, 4, 5, and 6, above.
8. Describe the procedures of the proposer for ensuring quality control and the confidentiality of information obtained from clients.
9. Provide references from at least three other Florida public school districts or similar agencies for current or recently completed projects which best illustrate the experience of the firm. List projects most similar in size and scope to the project contemplated by this RFP. Include the following for each reference: agency and contact name, address, telephone, email address and fax number for each project contact who may be contacted as a reference; the nature of the firm’s responsibility on the project; contract period dates (beginning and ending dates); scope of work and services for which the firm’s staff was responsible; present status of the project; the firm’s key professionals involved on the project and who of that staff would be assigned to the project covered by this RFP.

Provide at least two references from Florida public school districts or other similar agencies for recently completed projects most similar in size and scope to the project contemplated by this RFP for clients whom you have recently served but are no longer serving. Please provide the same information as requested above for the previous references. Please indicate the reason that you are no longer working with these clients.

10. Indicate how the proposer insures compliance with 61H1-33.0035, Florida Administrative Code, Continuing Professional Education/Governmental Accounting.
11. Describe any disciplinary action taken against the proposer or any individual associated with the proposer by the State of Florida Board of Accountancy within the last three (3) years.
12. Briefly describe all lawsuits that are pending/filed against the local office of the proposer over the last three years.

B. Qualifications and Experience of Staff

1. The proposer must identify the audit team (including the specific role each team member will have in the audit) that will be responsible for providing the required audit services, including the partners, managers, supervisors and staff, as well as staff from other than the local office, if necessary, for this audit. Resumes for each partner, manager and supervisors to be assigned to the audit team will be submitted and will include the following information:
 - a. Formal education
 - b. Continuing professional education relative to governmental accounting and auditing
 - c. Experience in private business or government
 - d. Experience in public accounting in general
 - e. Experience in auditing governmental units, including the position held (i.e. partner, manager, supervisor, senior or other position in the engagement) and scope of work performed. Include contract dates of each engagement.
 - f. Experience in audits of Florida public school districts and other school districts, including position held (i.e. partner, manager, supervisor, senior or other position in the engagement) and scope of work performed. Include contract dates of each engagement.
 - g. Experience in computerized systems in conjunction with d, e, and f, above
 - h. Membership in various national and state governmental accounting boards, committees or associations (past and present)
 - i. Professional recognition, such as Certified Public Accounting licenses, awards, etc.

2. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for the work product of the proposer. The individual identified shall be available within 24 hours notice by telephone to accomplish the following:
 - a. Attend meetings;
 - b. Respond to telephone calls;
 - c. Respond to specific inquiries.

10.1.1 Provide the most recent peer Quality Review Report.

Tab 3: APPROACH TO THE AUDIT: For each element of the scope of services identified in Section 2, clearly describe the approach that the proposer will use in providing the described services.

Tab 4: COST OF SERVICES:

The proposer shall provide firm fixed costs for completing the scope of services listed in Section 2 broken down as set forth below. Costs shall include all fees and expenses. Providers should provide costs for all fiscal years listed although the District anticipates that the Office of the Auditor General may perform the annual audit periodically as detailed in Section 2.1.

<u>Fiscal Year Ending</u>	<u>Audit without Single Audit</u>	<u>Single Audit</u>	<u>Total</u>
June 30, 2010	\$ _____	\$ _____	\$ _____
June 30, 2011	\$ _____	\$ _____	\$ _____
June 30, 2012	\$ _____	\$ _____	\$ _____
June 30, 2013	\$ _____	\$ _____	\$ _____
June 30, 2014	\$ _____	\$ _____	\$ _____

Note: The breakdown in pricing is required in order to give the District the option of contracting for that basic audit without the single audit in years in which the Auditor General audits the District.

ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE: The district may, at its sole discretion, make an equitable adjustment (no more than once in any given year) in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor’s control
2. The volatility affects the marketplace or industry, not just the particular vendor’s source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship

A request for a price increase will be accompanied by a copy of notice from manufacturer to bidder, copies of original price lists from manufacturer along with new price lists to bidder, or comparable documentation as agreed upon by the Assistant Superintendent of Business Services and Purchasing and Warehousing Director or designee.

The determination as to whether a situation represents “extreme” volatility of the marketplace and/or whether the effect on pricing or availability is “substantial” shall be solely at the discretion of the District.

Any price adjustment shall be approved by the Assistant Superintendent of Business Services and Purchasing and Warehousing Director or designee prior to the new price becoming effective.

Tab 5: ADDITIONAL INFORMATION:

Since data not specifically required must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section entitled "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

RFP's are received and publicly opened. Only names of respondents are read at this time.

An Evaluation Committee, consisting of the Audit Committee and the Senior Manager Internal Audit Services will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 5.2. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. Proposers are cautioned to provide their best offer initially.

The Evaluation Committee in conjunction with the Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Polk County, Florida.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

5.1 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 tables below.

5.2 EVALUATION CRITERIA:

The Evaluation Committee shall rank all proposals which meet the minimum requirements and which include the required submittals. The following factors will be considered in ranking the proposals received:

<u>Shortlist Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight</u>	<u>Value</u>
I. Profile, Experience, Qualifications and References	100	40%	
II. Approach To The Audit	100	25%	
III. Cost of Services	<u>100</u>	<u>35%</u>	
	300	100%	

Distribution of points for evaluation of Cost of Services 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 proposal evaluation committee request presentation or interviews from shortlisted respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight</u>	<u>Value</u>
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. All respondents should be prepared to participate in finalist interviews (if necessary) during the week of November 16, 2009.

SECTION 6: GENERAL TERMS, CONDITIONS AND INFORMATION

6.1 Posting of RFP Award Recommendation:

RFP recommended awards will be posted for review by interested parties, at the School Board Administrative offices at 1915 South Floral Avenue, Bartow, Florida on or about November 19, 2009, and will remain posted for a period of at least 72 hours.

6.2 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.

6.3 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.

6.4 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.

6.5 Public Records

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

6.6 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 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 C**)

6.10 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
- Provide reasonable work space, desks, and chairs and access to telephone lines, photocopying facilities, fax machines and internet access at the District Office.

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.

6.11 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

The School Board of Polk County, Florida – External Independent Auditing Services

RFP #026-PSC-1110

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.

6.12 INSURANCE REQUIREMENTS:

Proof of the following insurance will be furnished by the awarded bidder to the School Board of Polk County by Certificate of Insurance. **THE SCHOOL BOARD OF POLK COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Polk County School District's Purchasing Department that originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the Polk County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidder(s) shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the District.

- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMPREHENSIVE GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept

hired and nonowned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the terms of this contract/agreement,

_____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

- D. **PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Polk County School District and each officer, agent and employee of the Polk County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

6.13 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, The District shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

6.14 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.

6.15 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. .

6.16 Replacement of Proposer's Staff:

All replacement personnel to be assigned to the District project are subject to written approval by the Audit Committee.

Replacement personnel must have credentials equivalent, at least, to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the District for review. The District reserves the right to interview replacement personnel prior to approval by the Audit Committee.

The successful proposer will be responsible for the briefing of replacement personnel as to the status of the audit work at no expense to the District.

6.17 Federal and State Tax:

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

6.18 Indulgence:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

6.19 Proposers Mailing Address:

It is the responsibility of every proposer to register and maintain their current mailing address with the Polk County School Board Purchasing Department.

6.20 Other Information:

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming with the instructions provided herein will be subject to

disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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.

SECTION 7: CONTRACT INFORMATION

The term of the contract shall be for the five years set forth in Section 2.1 of this RFP; however, the Board reserves the right to forgo utilizing independent audit services when similar services are to be provided by the Auditor General, in which case(s) the Board must notify the contractor(s) at least six months prior to the end of the fiscal year that is to be audited. The awardee will be notified when the award recommendation has been acted upon by the Board. All costs shall be firm for the term of this contract as outlined in Section 4, Tab 4. The awardee agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation/termination provisions contained in this RFP.

7.1 Contract Period

The term of this Agreement will be effective after Board approval (on or about December 8, 2009) through the time period required to complete the Scope of Services for the audit of the fiscal year ending June 30, 2014. 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

The Board at its sole discretion may exercise options to extend the contract for additional periods. The extension will be contingent upon the mutual written consent of both parties.

7.3 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.

7.4 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.

7.5 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, or 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 or 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.

Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

7.6 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 written approval by the District.

7.7 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.

7.8 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, complete the **REQUIRED RESPONSE FORM** shown herein, and 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, reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall 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.

7.9 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".

7.10 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 6.14

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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)	10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Information from Section 4	11-16
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exceptions to RFP (if applicable) (See Section 6.3)	17-18
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	29
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Respondent Statement of Qualifications - Appendix A	31
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement of Affirmation and Intent – Appendix B	32
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) Appendix C	33
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 Appendix D	34

DRUG FREE WORKPLACE CERTIFICATION FORM
APPENDIX C

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 D

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.