



Addison G. Davis
Superintendent of Schools

CLAY COUNTY DISTRICT SCHOOLS

PURCHASING DEPARTMENT
800 Center Street
Green Cove Springs, Florida 32043
Telephones: 904-336-6736
Bertha.Staefe@myoneclay.net

EXHIBIT A

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Tina Bullock
District 3
Mary Bolla
District 4
Ashley Gilhousen
District 5

ADDENDUM 1 POSTED AT 11:30 A.M., ON FEBRUARY 1, 2019

ADDENDUM 1 FOR REQUEST FOR PROPOSAL #19-BA-125 **INDEPENDENT AUDITING SERVICES**

NOTE: Replace Original RFP pages 10 and 11 with **ADDENDUM 1 pages 10 and 11** (attached)

Pg 10 - Note change in red: SCOPE OF SERVICES - The District wishes to receive proposals for selection of a Contractor to provide independent auditing services to the District from the date of award through June 30, 2024, with renewal options, in accordance with F.S. 218. Presently the Financial Audit and Single Audit for the fiscal year ending June 30, 2021 is scheduled to be conducted by the Office of the Auditor General. However, respondents shall include pricing for this audits in the event there is a modification to the Auditor General's schedule.

Pg 11 – Note changes in red: A. Annual Examinations – The Contractor selected as a result of this RFP shall provide independent auditing services to the District to examine the financial statements of the District, beginning with the financial statements for fiscal year ending June 30, 2019 And ending after the completion and submission of the audit report for the fiscal year ending June 30, 2023 With the exclusion of the years that audits shall be conducted by the Auditor General.

NOTE: **VENDOR QUESTIONS AND DISTRICT RESPONSES 1-26 on the attached 4 Pages** shall be changes or additions to the requirements/conditions and shall be included in your response.

REMINDER: Proposals are DUE at 2:00 P.M., on February 20, 2019 and the Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of you proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your proposal

VENDOR NAME: _____
(Print)

SIGNATURE: _____

NAME & TITLE: _____
(Print)

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

SCOPE OF SERVICES - The District wishes to receive proposals for selection of a Contractor to provide independent auditing services to the District from the date of award through June 30, 2024, with renewal options, in accordance with F.S. 218. **Presently the Financial Audit and Single Audit for the fiscal year ending June 30, 2021 is scheduled to be conducted by the Office of the Auditor General. However, respondents shall include pricing for this audits in the event there is a modification to the Auditor General's schedule.**

General Information about District Schools:

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 the District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of the five 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 uniform system of records and accounts in the District by Section 1010.01, Florida Statutes, and as prescribed by the State Board of Education.

The District is coterminous with Clay County, which covers 643.69 square miles. The annual budget for the District for fiscal year 2018-2019 totals \$364,134,600.98, including an Operating budget of \$290,726,312.97, Federal Awards of \$15,574,039.65, a Food Service budget of \$17,386,152.70, a Debt Service budget of \$5,450,828.10, a Trust Fund budget of \$0, an Internal Service budget of \$2,446,610.00 and a Capital Projects budget of \$32,550,657.56. The District operates 44 Schools, including 27 Elementary schools, 6 middle schools, 6 high schools, 1 combination school (7-12), 1 alternative school, and 2 Department of Juvenile Justice (DJJ) schools. The District also operates the Florida Youth Challenge Academy (grade 12 only – a joint endeavor between the Department of Defense and the Department of Education) plus Adult and Community Education and Clay Virtual Academy. In addition, the District sponsors 3 charter schools. The charter schools have separate audits and are not included as a part of this RFP. However, the charter schools are discretely presented component units and are included in the District's Superintendent's Annual Financial Report. The total full time enrollment of public school students is approximately 37,520 FTE. Growth is projected to continue in the future at an average of 1% per year for the next 5 years.

The total value of funds through the internal activities accounts is in excess of \$8,800,000 each fiscal year which begins on July 1. A copy of the audit report for fiscal year 2016-2017 and a copy of the District's Annual Financial Report (AFR) for 2017-2018 are available for review online at the District's website under the Business Affairs Department. Information regarding the school internal activities accounts is available from the Assistant Superintendent of Business Affairs.

Proposers are encouraged to thoroughly review the information contained therein in order to become familiar with the District and its operations. The District currently is in transition between TERMS and Business Plus. It is anticipated that the District will be fully utilizing BusinessPlus during the 2018-2019 fiscal year for budgeting, accounting, payroll, accounts payable, warehouse inventory, assets management, purchasing and human resources.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS**THE SERVICES:**

- A. Annual Examinations – The Contractor selected as a result of this RFP shall provide independent auditing services to the District to examine the financial statements of the District, **beginning with the financial statements for fiscal year ending June 30, 2019 And ending after the completion and submission of the audit report for the fiscal year ending June 30, 2023 With the exclusion of the years that audits shall be conducted by the Auditor General.**

The Annual examinations by the Contractor shall include, but not be limited to, the following:

1. Financial Audit (District and Internal Accounts) – In those years in which the Financial Audit is not performed by the Auditor General, the Contractor shall perform a financial Audit in accordance with generally accepted auditing standards, government auditing standards, Federal OMB Circular A-133 (including necessary filings) and Florida Statutes. The primary purpose of the audit is to express an opinion on the financial statements of the District. The examination and procedures related hereto contemplate the review of an AFR if and when it is prepared by the District. The audit procedures used should be sufficient to enable the Contractor 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. The purpose of the audit of the School Internal Activities Accounts is to express an opinion on the financial position of the Internal Activities Accounts. 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 The scope of the audit is to include but are not limited to:
 - a. The requirements of the State Board of Education Rule 6A-1.087, Florida Administrative code.
 - b. Compliance with applicable Florida Statutes including but not limited to Florida Statute 218.39.
 - 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 District Rules, specifically Policy.
 - e. Compliance with the District's Internal Accounts Procedures Manual.
 - f. Test of the accounting records and such other auditing procedures as considered necessary under the circumstances.
 - g. The Provision of the Single Audit Act of 1996 and the provisions of the United States OMB Circular A-133 (District audit only)
 - h. Rules of the Auditor General.

Question 1:

Does the District prepare (or have any intention to prepare) a CAFR during the term of the contract?

Answer:

Not at this time.

Question 2:

What dates were the audits issued by the auditors for the last 3 years (both internal accounts and District)?

Answer:

District – March 9, 2018, February 10, 2017, and March 24, 2016

Question 3:

Were there any additional services provided by the auditor over the last 3 years and if so, can you please provide a brief overview of the services and associated fees?

Answer:

During the summer of 2018, the auditor provided assistance with preparing the AFR for FYE 6-30-2018 (specifically preparing the Notes to the Financial Statements). The associated fees were \$4,474.

Question 4:

What has the District budgeted for the audit services in the current budget?

What is the amount budgeted for the fiscal year end 2019 engagement?

Answer:

For the 2018-19 fiscal year, \$0 has been budgeted for auditing of the district, since the Florida Auditor General is performing the audit of the FYE 6-30-2018 at no charge to the district. \$85,000 is normally budgeted for the audit of the district. For FY 2018-19, \$17,000 was budgeted for auditing of the internal accounts.

Question 5:

Is the District's current auditor eligible to propose?

Answer:

Yes

Question 6:

Will the auditor be responsible for compilation/preparation of either the District-wide financial statements or the internal accounts financial statement? If so, does the District maintain templates?

Who will prepare the District's financial statements, District staff or auditor?

Answer:

The district's financial statements will be prepared by district staff.

Question 7:

Approximately how many auditor generated journal entries are made each year?

How many audit adjustments does the District typically have each year?

Answer:

Five

Question 8:

Please detail any significant changes in the District's management over the last 3 years

Answer:

No significant changes

Question 9:

On page 15 of 27 of the RFP there is a reference to the internal accounts audit (at E.2.d.) that states "auditor shall issue individual audited financial reports presented as a consolidated end of year report of the district-wide internal activities accounts by...". However upon review of prior internal accounts audits, the auditor opined on the District's internal accounts (in total) and included in those financial statements supplemental schedules reflecting each individual school's activities which then roll up to

the totals reported for the internal accounts. Please clarify the District's request and if the presentation by the prior auditor is acceptable.

Answer:

The presentation by the prior auditor is acceptable.

Question 10:

The Scope of Services section of the RFP states that the District's fiscal year 2018 financial statements are available on the District's website under the Business Affairs Department. We cannot locate these on the District's website. Can you provide a direct link to the report or further advise how we can obtain it?

Answer:

The financial statements for FY 17-18 are now available on the District's website under the Business Affairs Department, in the Important Documents section, in the (Web) Financial Transparency folder.

Question 11:

Will the District select one firm for both the Internal Accounts and District audits or might the services be separately awarded?

Answer:

The District intends to select only one firm for both services.

Question 12:

For the internal accounts audit, would we need to visit each school or are records maintained centrally?

Under "The Services" section, A. 2. it is indicated that "An evaluation is to be made of the District and *each* schools internal controls..." (**emphasis added**). Does this mean that *each* school is to be visited and procedures are to be performed at each school, in relation to internal accounts?

Answer:

The auditing firm would need to visit each school selected for testing.

Question 13:

Section 2 of the Proposal Format section of the RFP requests a list of references. Given that section 4 also requests references from specific types of clients, what additional information would you like to see in Section 2?

On page 17 of the RFP, Proposal Format section, Section 2 part (b) request a list of references: name, title, address, email address, phone and fax numbers and also Section 4 request references. Is this a duplicate request in section 2 and section 4?

Answer:

Yes, it is a duplicate request.

Question 14:

What is the reason for considering a change in auditors? How long did the previous auditors serve the District?

Answer:

The final contract term for the current auditing firm is expiring, necessitating a new RFP. The current provider has been in place since June of 2011.

Question 15:

When going through the auditor selection process, what are the most important attributes you are looking for and what was the primary reason for the selection of the current auditors?

- a. What qualifications/characteristics did the District appreciate the most about their current auditors or look for the future auditors?
- b. For what areas does the District see as an opportunity for improvement for future audit engagements?

Answer:

Qualifications appreciated most:

- (1) Ability to keep the accounting staff informed and updated regarding recently issued GASB standards, and other changes impacting financial reporting.
- (2) Auditors who have many years of experience auditing local governments and school boards similar in size to Clay County.
- (3) A CPA firm that allows district staff to build relationships with key personnel at the firm (i.e., is not always changing the partner and audit staff assigned to audit our district).

(4) A CPA firm that is quick to respond when district staff calls with questions.

Areas we see opportunity for improvement:

- (1) Price for services
- (2) More flexibility when scheduling fieldwork

Question 16:

What was the typical audit engagement time line, duration and staffing levels (e.g., number and level, such as partner, manager, senior, staff, etc.) for the fiscal year 2018 engagement, specifically for:

- a. Interim fieldwork prior to fiscal year end, if applicable?
- b. Final or substantive fieldwork subsequent to fiscal year end?
- c. Approximately how many hours were auditor in the field?

Answer:

Interim fieldwork would begin on-site during May. Substantive fieldwork would take place during October. Final audit report released by February.

Question 17:

When will the final trial balance and audit support schedules be available for auditors for planning purposes?

Answer:

Middle to end of September.

Question 18:

What were the fees paid for the audits for the last 3 years (both internal accounts and District)?

How much did the District pay for audit fees for the financial and single audits for the past five years?

a. Were there increases to the originally agreed-upon fees for out of scope work of additional billings? If yes, how much were the increases and what was the reason for the increases?

Answer:

Last five years: \$81,769, \$15,124, \$73,667, \$68,389.50, \$20,345 (additional AFR preparation fees of \$4,474).

The fees decreased.

Question 19:

What management and accounting systems does the District use, e.g., cash collections, data management, financial, assets, financial reporting, etc.?

Answer:

The District uses BusinessPlus ERP system (Power School product). For Internal Accounts, the District uses EPES.

Question 20:

Who are the current members of the District's Audit Committee and who will serve on the selection committee?

Answer:

There is no separate Selection Committee for this RFP. The Audit Committee, as stated in RFP will review and recommend selection to the School Board. The Audit Committee will consist of one board member, three members from Business Affairs, and one member from Purchasing.

Question 21:

Do you currently (fiscal year ended 2018) use a DBE/SBE firm? If so, what is the name of that firm and what percentage of the audit were they responsible for?

Answer:

No.

Question 22:

Under "The Services" section, A. it is indicated that the term shall end "after the completion and submission of the audit report for the fiscal year ending June 30, 2024," which would be 6 years, however other areas indicate a 5 year term beginning June 2019 and the fee page only goes through 2023. What are the fiscal year-ends that are to be included in the proposal?

Answer:

The term of this contract will be five years. The Fee Schedule (Attachment 8 on pg. 26 of the RFP) is correct. See Addendum 1 for the revised pages 10 and 11 of the RFP.

Question 23:

Does the District anticipate any significant changes in program, processes, or personnel, other than the conversion to BusinessPlus, during the 2019 or the 2020 audit periods?

Answer:

Processes may change for internal accounts audits beginning the 2018-2019 fiscal year. However, specifics have not been determined.

Question 24:

Will the District be changing the management and monitoring of school internal accounts as performed at the District level, from the current structure of one individual providing both the training, monitoring and internal auditing of internal accounts?

Answer:

Management and monitoring of school internal accounts may change for internal accounts audits beginning the 2018-2019 fiscal year. However, specifics have not been determined.

Question 25:

Under "The Services" section, E. 2. d. it is indicated that a separate report is to be issued each year for the district-wide internal activities by October 31st. When will the District be finished with their consolidation reports and internal monitoring procedures related to Internal Activities for the period being audited, so that the auditor may begin performing their required year-end audit procedures related to internal activities?

Answer:

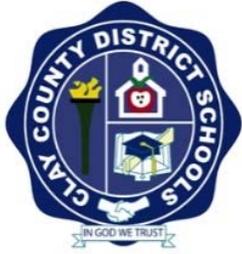
The separate report issued each year for district-wide internal activities is a financial report consolidating all district schools into one combined statement. However, the District audit report in its final form is due no later than March 1st (including internal account activities).

Question 26:

Under "The Services" section, A. 4. it is indicated that an Exit conference is to be held with *each* school's Principal or their designee and the Supervisor of Internal Accounts. Will this require a second visit in person to each school or can the Exit conference be conducted remotely via electronic resources or by telephone? Is an Exit conference required for each school or only when significant findings arise?

Answer:

The exit conference may be conducted remotely via electronic resources or by telephone. Exit conferences are required even if no significant findings.



SUBMIT RFP TO:

**SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT**

**800 Center Street
Green Cove Springs, Florida 32043**

REQUEST FOR PROPOSAL

Acknowledgement Form

Page 1 of 27 Pages	RFP WILL BE OPENED AT: 2:00 P.M., February 20, 2019 and may not be withdrawn within 90 days after such date and time.	RFP NO. 19-BA-125
POSTING TIME & DATE 4:00 P.M. January 11, 2019	PURCHASING DEPARTMENT REPRESENTATIVE Scott Schultz, Procurement Coordinator Email: Scott.Schultz@myoneclay.net	RFP TITLE INDEPENDENT AUDITING SERVICES
VENDOR NAME	"NO RFP" REASON FOR NOT SUBMITTING RFP To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.	
VENDOR MAILING ADDRESS	<hr/> AUTHORIZED SIGNATURE (MANUAL) <hr/> AUTHORIZED SIGNATURE (TYPED or PRINTED) <hr/> TITLE	
CITY-STATE-ZIP		
TELEPHONE NUMBER: ()		
FAX NUMBER: ()		
EMAIL ADDRESS:		
I hereby certify that I am submitting the following information as my firm's (Bidder and/or Contractor) RFP and am authorized as the Bidder and/or Contractor to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.		
SEALED RFPs: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the RFP number, date and time of the RFP opening and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.		
SIGNATURE REQUIRED CHECKLIST: Documents shall be submitted with RFP <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 9) <input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 19) <input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 20) <input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 21) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 22) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 23) <input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 24) <input checked="" type="checkbox"/> FEE SCHEDULE (Page 27)	SUBMITTAL REQUIRED CHECKLIST: Documents submitted with RFP. <input checked="" type="checkbox"/> APPLICANT STATEMENT-BACKGROUND INFORMATION (Page 25) <input checked="" type="checkbox"/> FEE SCHEDULE (Page 26-27) <input checked="" type="checkbox"/> PROPOSAL BOND (Page 7-8)	

GENERAL CONDITIONS

SEALED RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" or "District") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

RFP SUBMITTED: Completed RFP must be submitted in a sealed envelope with RFP number and name clearly typed or written on the front of the envelope. **RFPs must be time stamped in SBCC Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for RFP submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043.** RFPs submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their RFP or related material. Procurement and Warehousing Services shall not accept delivery of any RFP or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF RFP: RFP shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the RFP even when using opaque correction fluid. SBCC reserves the right to reject any RFP or RFP item completed in pencil or any RFP that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP specification. In case of discrepancy in computing the amount of the RFP, the **Unit Price** quoted shall govern. Each item must be RFP separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for RFP evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. *Cash or quantity discounts offered shall not be a consideration in determination of award of RFP(s).*

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, RFP prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their RFP once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If RFPs are based on equivalent products, indicate the manufacturer's name and product number on the RFP form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their RFP. Reference to literature submitted with a previous RFP shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. RFPs that do not comply with these requirements are subject to rejection. RFPs lacking any written indication of intent to RFP an alternate brand shall be received and considered in complete

compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after RFP opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP item. Unless otherwise indicated, samples should be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. The SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this RFP unless additional quantities are not acceptable, in which case, the RFP sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all RFPs or waive any minor irregularity or technicality in RFPs received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other RFPs are not required. Bidders are cautioned to make no assumptions unless their RFP has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods and services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The SBCC is not obligated to pay invoices for the provision of goods or services for which the SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the SBCC. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

RFP OPENING: All RFPs shall be received no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their RFP is delivered at the proper time and place of the RFP opening. RFPs, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the RFPs only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, RFPs received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the RFP claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the RFP is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://www.oneclay.net/domain/5052>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

GENERAL CONDITIONS

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a RFP, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their RFP.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for RFP to be considered a responsive and responsible RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the RFP Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their RFP. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts

awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. RFPs shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Addenda released for this RFP, with the latest Addendum taking precedence, then;

The RFP; then

Bidder's submitted RFP.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBCC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a RFP, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of

GENERAL CONDITIONS

such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED RFP: In the event of tied or identical RFPs, preference shall be given to the RFP which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied RFP shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this RFP/contract for three (3) years after SBCC makes final payment and all other pending matters closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a RFP any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this RFP may be immediately terminated in accordance with s.287.135 Florida Statute.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace

any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5)): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- For a period of two years, any RFP submitted by Awardee shall not be considered and shall not be recommended for award.
- All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate of otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and/or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are

GENERAL CONDITIONS

required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the filing of Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order of judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about **April 1, 2019**. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any 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 benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida. Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

SPECIAL CONDITIONS

The School Board of Clay County (SBCC or District) is seeking proposals for **“INDEPENDENT AUDITING SERVICES”**. This is a Request for Proposals (“RFP”) for an independent certified public accounting firm (the “Contractor”) to provide independent auditing services for the School Board of Clay County, Florida (the “District”) annual financial report and the internal activities accounts in accordance with Florida Statute 218.

Request for Proposal packages may be obtained from the SBCC Purchasing Department by calling 904-336-6737 or can be downloaded from the Purchasing Department Webpage oneclay.net/purchasing click on “Active Bids Folder”.

Qualified firms desiring to provide the required services must submit one (1) ORIGINAL hardcopy labeled as such on the cover, and five (5) copies, totaling six (6) proposal packages, submitted in a sealed package clearly marked on the outside: **“RFP 19-BA-125”** to SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida 32043 before the time and date listed on RFP Acknowledgement Form.

It is the intent of the SBCC, if successful with contract negotiations, to enter into a written service contract per Florida Statute 218.391(7) for an initial five (5) year period with option to renew for up to three (3) one (1) year contract periods upon mutual agreement by all parties, in writing.

In accordance with F.S. 218.391, an Audit Committee shall review the proposals received in response to this RFP and make a recommendation to the Board for the selection of the contracted independent certified public accounting firm. The Audit Committee will consist of five (5) members. It is anticipated that, in performing its duties, the awarded Contractor shall have substantial interaction with the Audit Committee. This interaction shall 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 Contractor and the responses of the Board administration thereto and other matters as determined by the Audit Committee.

It is expressly understood that the SBCC’s preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no Contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected Contractor.

In the best interest of the School Board, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any contractor. Any ex-parte communications initiated by a contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the District may result in immediate disqualification from the RFP process.

The terms and conditions stipulated in this Request For Proposal are those desired by the District and preference will be given to those proposals in full or substantial compliance therewith. Failure of the Contractors to provide in its proposal/offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the Contractor to meet or exceed any stated minimums in the RFP may also result in rejections for reasons of non-responsiveness. However, after allowance for any deviations, all proposals may be considered. Contractors are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal Response.

The competence, responsiveness, and responsibility of contractors will be considered in making the award. Contractors are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

SPECIAL CONDITIONS

The contractor declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The SBCC is not responsible for any expenses which Contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the Contractor in connection with interviews/presentations (i.e., travel, Accommodations, etc.). It is expressly understood, no Contractor may seek or claim any award and/or re-imbusement from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Contractor.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the SBCC. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the SBCC preference/selection of any proposal does not constitute an award of a contract/agreement with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, contract negotiations will follow between the SBCC and the selected Contractor. It is further expressly understood that no Contractual relationship exists with the SBCC until a contract has been executed in writing by both the SBCC, and the selected contractor. The SBCC reserves the right to delete, add to, or modify one or more components of the selected contractor's proposal, in order to accommodate changed or evolving circumstances that the SBCC may have encountered, since the issuance of the RFP. It is further understood, no contractor (whether selected or not) may seek or claim any award and/or re-imbusement from the SBCC for any expenses, costs, and/or fees (including attorney's fees) borne by any contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the contractor. By submitting a proposal, a contractor agrees to be bound by these terms and provisions of the RFP.

MIMINUM ELIGIBILITY REQUIREMENTS

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, resources and experience to provide complete professional auditing services as required by the District. Any proposer that fails to meet all of the following minimum criteria shall be noted as "nonresponsive" and will not be evaluated/scored.

At a minimum, each proposer shall provide sufficient documentation to verify that:

1. The firm is a Certified Public Accounting firm in accordance with Florida Statute 473.
2. The firm is currently licensed under Section 473.3101, Florida Statutes. Firms shall provide a copy of their current CPA license issued by the Florida Department of Business & Professional Regulation
3. The firm has conducted Single Audits and/or financial audits for at least three (3) public entities (including at least one [1] Florida school district) within the immediate past four (4) years.
4. The firm intends to comply with the SBCC insurance requirements, if awarded.

Additionally, proposers shall: Submit the required bonds and submit all required information set forth below:

Proposal Bond: As a guarantee that a proposer will enter into the Contract under the terms and conditions set forth in this RFP, all proposers shall submit a proposal bond in the amount of \$5,000, made payable to the School Board of Clay County, and such proposal bond shall accompany the proposal when submitted. The bond shall be issued by a surety company licensed to conduct business in Florida and approved by the United States Treasury Department.

SPECIAL CONDITIONS

Cash and/or checks of any kind are not acceptable. PROPOSALS RECEIVED WITHOUT THE REQUIRED BOND WILL BE CONSIDERED NON-RESPONSIVE.

Performance Bond: The successful Proposer shall execute and furnish to the District a bond, and only one bond, issued by the same surety company that issued the proposal bond. The performance bond shall be for an amount of \$50,000; and it is required that the bond remain continuously in effect and renewal bonds be provided at least thirty (30) days prior to the expiration of the existing bond. Such bond shall be submitted within three (3) business days after the District's notification of award of the Contract to the successful proposer.

Return of Proposal Bond: Proposal bonds will be returned to proposers after the Contract award has been made. The proposal bond of the successful proposer shall remain in full force and effect until receipt of the performance bond and execution of the Contract.

The successful bidder shall furnish, prior to commencement of performance under this contract, to the School Board Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained:

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. **Insurance certificate(s) reflecting the required coverage's shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from vendor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured with regards to RFP # 19-BA-125.**

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

Bodily Injury

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

Property Damage

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

State

- Statutory

Employer's Liability

- Per Accident \$100,000.00
- Disease, Policy Limit \$500,000.00
- Disease, Each Employee \$100,000.00

SPECIAL CONDITIONS

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

Bodily Injury

- Each Person \$1,000,000.00

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

Property Damage

- Each Occurrence \$1,000,000.00

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

NOTE: The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

RFPs must be submitted with all required documents to include completed Attachments/Exhibits.

Bidders may use an attachment if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of a RFP. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor's proposal response. Prior to submitting a RFP, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Scott Schultz, Procurement Coordinator, sent via email to scott.schultz@myoneclay.net by 2 PM on January 25, 2019.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the contractor certifies that the contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the vendor.

AUTHORIZED VENDOR SIGNATURE OF BIDDER/CONTRACTOR

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

SCOPE OF SERVICES - The District wishes to receive proposals for selection of a Contractor to provide independent auditing services to the District from the date of award through June 30, 2024, with renewal options, in accordance with F.S. 218. Presently the Financial Audit and Single Audit for the fiscal years ending June 30, 2021 and June 30, 2024 are scheduled to be conducted by the Office of the Auditor General. However, respondents shall include pricing for these audits in the event there is a modification to the Auditor General's schedule.

General Information about District Schools:

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 the District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of the five 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 uniform system of records and accounts in the District by Section 1010.01, Florida Statutes, and as prescribed by the State Board of Education.

The District is coterminous with Clay County, which covers 643.69 square miles. The annual budget for the District for fiscal year 2018-2019 totals \$364,134,600.98, including an Operating budget of \$290,726,312.97, Federal Awards of \$15,574,039.65, a Food Service budget of \$17,386,152.70, a Debt Service budget of \$5,450,828.10, a Trust Fund budget of \$0, an Internal Service budget of \$2,446,610.00 and a Capital Projects budget of \$32,550,657.56. The District operates 44 Schools, including 27 Elementary schools, 6 middle schools, 6 high schools, 1 combination school (7-12), 1 alternative school, and 2 Department of Juvenile Justice (DJJ) schools. The District also operates the Florida Youth Challenge Academy (grade 12 only – a joint endeavor between the Department of Defense and the Department of Education) plus Adult and Community Education and Clay Virtual Academy. In addition, the District sponsors 3 charter schools. The charter schools have separate audits and are not included as a part of this RFP. However, the charter schools are discretely presented component units and are included in the District's Superintendent's Annual Financial Report. The total full time enrollment of public school students is approximately 37,520 FTE. Growth is projected to continue in the future at an average of 1% per year for the next 5 years.

The total value of funds through the internal activities accounts is in excess of \$8,800,000 each fiscal year which begins on July 1. A copy of the audit report for fiscal year 2016-2017 and a copy of the District's Annual Financial Report (AFR) for 2017-2018 are available for review online at the District's website under the Business Affairs Department. Information regarding the school internal activities accounts is available from the Assistant Superintendent of Business Affairs.

Proposers are encouraged to thoroughly review the information contained therein in order to become familiar with the District and its operations. The District currently is in transition between TERMS and Business Plus. It is anticipated that the District will be fully utilizing BusinessPlus during the 2018-2019 fiscal year for budgeting, accounting, payroll, accounts payable, warehouse inventory, assets management, purchasing and human resources.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS**THE SERVICES:**

- A. Annual Examinations – The Contractor selected as a result of this RFP shall provide independent auditing services to the District to examine the financial statements of the District, beginning with the financial statements for fiscal year ending June 30, 2019 And ending after the completion and submission of the audit report for the fiscal year ending June 30, 2024 **With the exclusion of the years that audits shall be conducted by the Auditor General.**

The Annual examinations by the Contractor shall include, but not be limited to, the following:

1. Financial Audit (District and Internal Accounts) – In those years in which the Financial Audit is not performed by the Auditor General, the Contractor shall perform a financial Audit in accordance with generally accepted auditing standards, government auditing standards, Federal OMB Circular A-133 (including necessary filings) and Florida Statutes. The primary purpose of the audit is to express an opinion on the financial statements of the District. The examination and procedures related hereto contemplate the review of an AFR if and when it is prepared by the District. The audit procedures used should be sufficient to enable the Contractor 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. The purpose of the audit of the School Internal Activities Accounts is to express an opinion on the financial position of the Internal Activities Accounts. 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 The scope of the audit is to include but are not limited to:

- a. The requirements of the State Board of Education Rule 6A-1.087, Florida Administrative code.
- b. Compliance with applicable Florida Statutes including but not limited to Florida Statute 218.39.
- 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 District Rules, specifically Policy.
- e. Compliance with the District's Internal Accounts Procedures Manual.
- f. Test of the accounting records and such other auditing procedures as considered necessary under the circumstances.
- g. The Provision of the Single Audit Act of 1996 and the provisions of the United States OMB Circular A-133 (District audit only)
- h. Rules of the Auditor General.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- 2. Review of Internal Controls** – An evaluation is to be made of the Districts and each schools 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 applicable laws and regulations, and to provide for efficient and effective operations. The review of internal activities accounts shall 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. In order to assess the control risk, the Contractor shall perform tests of controls and properly document its assessment.

Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

- 3. Management Letter** – A management letter shall be issued in compliance with the Rules of the Auditor General that contains significant audit findings which, among other matters, shall include the following material items noted during the performance of the audit:
- a. A statement as to whether or not inaccuracies, shortages, defalcations, fraud and/or violations of laws, rules, regulations and contractual provisions reported in the preceding annual financial audit report have been corrected.
 - b. A statement as to whether or not recommendations made in the preceding annual financial audit report have been followed.
 - c. A statement as to whether or not the District is in a state of financial emergency as a consequence of conditions described in Section 218.503(1), Florida Statutes.
 - d. Recommendations to improve the District's present financial management accounting procedures and internal controls. This shall include recommendations addressing deteriorating financial conditions disclosed pursuant to Section 218.39(5), Florida Statutes.
 - e. A statement as to whether or not the District complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
 - f. Violations of laws, rules, regulations and contractual provisions that:
 - 1) Have occurred or are likely to have occurred
 - 2) Were discovered with the scope of the financial audit, and
 - 3) May or may not have materially affected the financial statements.
 - g. Illegal or improper expenditures discovered within the scope of the financial audit which may or may not materially affect the financial statements.
 - h. Other matters requiring correction which may or may not materially affect the financial statements reported on, including, but not limited to:
 - 1) Improper or inadequate accounting procedures (i.e. – the omission of required disclosures from annual financial statements),
 - 2) Failures to properly record financial transactions
 - 3) Other inaccuracies, shortages and instances of fraud representing reportable conditions discovered by, or that come to the attention of the Auditor.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

4. Exit Conferences – For the District audit, the Contractor shall be required to make an immediate written and oral report listing all significant irregularities and any illegal acts found by the Contractor at an exit conference to be held with the Board Chair, the Superintendent, the Assistant Superintendent for Business Affairs and the Director of Finance.

Prior to conducting the exit conference for each school's Internal Activities Accounts, the Assistant Superintendent for Business Affairs and the Supervisor of Internal Accounts shall be provided with the findings from the audit. An Exit Conference shall be held with each school's Principal or their designee and the Supervisor of Internal Accounts.

5. Data Processing Review – The Contractor shall perform a review of internal controls used in the computer environment to ensure the following:
- 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,
 - d. The integrity of computer operations.

The Contractor shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Contractor shall report the following information it deems appropriate. Specific comments in the above areas for the District's major computer system, overall conditions of internal control in computer environment and significant weakness in internal control in data processing.

- B. Single Audit – In those years in which the Single Audit is not performed by the Auditor General, the Contractor shall 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 2007, 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 shall be included in a separate report, when completed.
- C. Continuing Education – Provide at least sixteen (16) hours of CPE each year for District employees that either account for or audit the records of the school system. The seminars shall be at no cost to the District or its employees.
- D. Additional Services – If, during the contractual period, additional services are needed, the Contractor may, at the option of the District, be engaged to perform these services. The Contractor shall, upon receipt of a written request from the Superintendent or their

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

designee, perform such additional services. Such services, if offered by the Contractor, may include, but not be limited to:

1. Management advisory services
2. Tax consulting services
3. Actuarial consulting services
4. Assistance in the preparation of or performance of extended audit procedures
5. Assistance in the preparation or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements
6. Any additional "In Relations To" reports requested by the District.

All additional work shall be documented by written and signed engagement memoranda to be approved by the Superintendent or their designee. The Contractor shall be compensated in accordance with the schedule of fees established as a result of the selection process. Any fee(s) for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates agreed upon by negotiation. Notwithstanding the foregoing, the District may elect, in its sole discretion to engage a third party to conduct such additional services.

E. Time Requirements

1. Commencement of the Audit – The District shall have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the Contractor upon acceptance of the proposal and award by the School Board.
2. Schedule of the Fiscal Year Audit – Each of the following shall be completed no later than the date indicated:
 - a. Audit Plan- No later than July 30, of the initial contract year a detailed plan shall be provided to the Committee covering interim and year end audit procedures for the fiscal year ending June 30. In each succeeding fiscal year for which audit services shall be provided, a detailed plan shall be provided to the appropriate personnel by April 30 of that year.
 - b. Fieldwork – For the fiscal year ending June 30 of the initial contract year fieldwork should commence immediately after presentation of the audit plan. For each succeeding fiscal year, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.
 - c. Progress Conferences – Progress conference shall be held with the appropriate District personnel at least bimonthly during the course of the engagement. Such conferences shall 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 instance of misfeasance, malfeasance or nonfeasance by an employee; information is discovered

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

- d. The Internal Activities Accounts auditor shall issue individual audited financial reports presented as a consolidated end of the year report on the district-wide internal activities accounts by October 31 of each year. Bound copies and one (1) .pdf file are required. A District-wide management letter (compliance and internal control report) shall be completed for all schools by October 31 of each year. Bound copies and one(1) .pdf are required.
- e. Reporting Deadlines – The District audit report, in its final form and including the management letter, shall be completed no later than March 1 (or the prior business day, as applicable). The report shall be presented to the Board at its next regularly scheduled meeting, unless the Board requests such presentation at another meeting.
- 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.

F. 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 billings shall be permitted on a percentage of completion basis. To determine progress, the Contractor shall prepare, as part of the Audit Plan (as set forth in subsection E above), an estimate of total hours required to complete the engagement. Progress shall be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred and a description of the work corresponding to such hours shall accompany the invoice in support of this calculation. Progress billings may be rendered no more frequently than monthly during the course of the engagement. The final payment shall be paid upon resolution of any open issues or delivery of any remaining items.

G. Working Papers – In all cases, the Contractor shall retain all working papers for a period of three (3) years and shall provide the District and/or its assignees access, free of charge, to any or all work papers for a period of three (3) years.

H. Support Personnel – For the District audit, support personnel shall be made available by the District. Personnel shall provide assistance, such as identifying locations or required records, gathering needed documentation and supporting information and such other tasks that shall serve to expedite the audit process, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements for their position. Support personnel shall be given adequate notification and time to provide such assistance.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

For the audit of Internal Activities Accounts, the Contractor shall coordinate the schedule and requests for information through each School Principal or their designee. The Principal of each school or their designee shall be available to the Contractor during normal business hours. The Contractor shall be provided with reasonable space and accommodations at the school district offices and if necessary at each school.

PROPOSAL FORMAT

Timetable - Please make sure you can accommodate the following timetable.

January 11, 2019 at 4 PM	RFP Released
January 25, 2019 by 2 PM	RFP Questions by Email are Due
February 1, 2019	Addendum Regarding Questions Posted (if Applicable)
February 20, 2019 by 2 PM	Proposals Due
March 2019	Finalist Interviews/Site Visits (if Applicable)
April 1, 2019	Award Notification Posted On or About
May 2, 2019	Board Approval

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Vendors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness, clarity of content and address all required components in the order given in this RFP. Failure of a Vendor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process. The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

Cover Letter - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- A brief statement of the consultant's understanding of the services to be provided.
- The name(s), title(s), phone number(s), fax number(s), e-mail address(es), and street address(es) of the person(s) in the consultant's organization who will be the client services' manager who will be responsible for coordinating all services.
- Highlights of the consultant's qualifications and ability to perform the requested services.
- Specify the level of financial capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.
- Indicate whether the contractor has a satisfactory record of performance on similar projects.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- The contractor shall supply information that is fully responsive to the RFP, including, but not limited to, provision of any required license, permits, insurance, price sheets and organizational papers.
- Specify the level of work experience especially as it relates to proposed Scope of Services noted in RFP.
- Indicate whether bidder/contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether bidder/contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether bidder/contractor has ever filed an administrative or judicial action with any State agency or Stat court. If so, what were the grounds/reasons, and what was the ultimate outcome?

Section 1: Familiarity and Experience within the Scope of Services – This section should address how you can provide the requested services as outlined in this RFP document. If you are not able to provide a requested service, please respond accordingly. You should also showcase an example of services your Company has successfully provided, preferably with a School District/Governmental Entity that is similar in size to the SBCC.

Section 2: Firm/Staff Qualifications – Provide the following information, at a minimum, about your firm:

- Introduction to the firm providing (a) company background information; (b) list of references: name, title, address, email address, phone and fax numbers; (c) names and qualifications of sub-consultants, if any.
- Summary resumes of key personnel who will be assigned to the SBCC.

Section 3: Pricing – Using the tables in Attachment 8 (Fee Schedule), provide the pricing and fees associated with your services.

- Please describe any other available discounts or guarantees.

Section 4: References – Include: Client name, location, length of relationship, contact person, and phone number.

- Please provide a list of 3 current references of clients of similar size to that of the District (preferably in the greater North Central Florida area), with one of those references from a large (over 4,000 employees) school district or municipality.
- Please provide a list of 3 former clients, with at least 1,000 employees, who have discontinued your services within the last two years, including contact name and phone number.

Section 5: Completed original RFP required documents to include all Attachments/Exhibits

EVALUATION OF PROPOSALS - Proposals will be evaluated in accordance with the following Evaluation Criteria: Familiarity and Experience within the Scope of Services, Staff Qualifications, Pricing, References, and RFP Documentation. Proposals will be reviewed by an Audit Committee.

Final team rankings will be summarized, Award Notification Posted, Written Contract negotiated, and finalized with Board approval.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

The SBCC may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the SBCC elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws and will be open to the public.

Selected firms will be notified if presentations/interviews are required. The SBCC desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone. If a single number one ranked firm cannot be clearly determined, then the evaluation team shall request the Purchasing Director to set-up the top ranked firms for presentations/interviews.

The SBCC intends to select a vendor that demonstrates, in the District’s opinion, the highest degree of compliance with the criteria specified herein..

Definitions of Evaluation Criteria for Ranking of Proposals for RFP 19-BA-125

- A. Familiarity and Experience within the Scope of Services (0-40 points).
 - Should address scope of services requested and any additional services the vendor will provide.
- B. Staff Qualifications (0-15 points).
 - The proposal will be evaluated on the consultant’s demonstrated staff qualifications.
- C. Pricing (0-20 points).
- D. References (0-15).
 - Provide a minimum of 3 current and 3 prior references (maximum of 5 allowed).
- E. RFP Documents (0-10).
 - Completed original RFP required documents to include all Attachments/Exhibits.

EVALUATION RANKING SHEET FOR RFP #19-BA-125
INDEPENDENT ADITING SERVICES

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
CRITERIA FOR RANKING

DATE: _____
RFP 19-BA-125

FIRM	A. FAMILIARITY AND EXPERIENCE WITHIN SCOPE OF SERVICES 0 TO 40	B. FIRM/STAFF QUALIFICATIONS 0 TO 15	C. PRICING 0 TO 20	D. REFERENCES 0 TO 15	E. RFP DOCUMENTS 0 TO 10	TOTALS

SIGNATURE OF RATER: _____

PRINT NAME: _____

DATE: _____

ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its RFP, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Company Name

ATTACHMENT 2
CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

AUTHORIZED SIGNATURE OF VENDOR

DATE

ATTACHMENT 3
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

AUTHORIZED SIGNATURE OF VENDOR

DATE

ATTACHMENT 4

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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.

The prospective lower tier participant shall provide immediate written notice to the person to whom 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.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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.

The prospective lower tier participant agrees by submitting this proposal 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.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 Non-Procurement List.

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.

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.

Instructions for Certification:

The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
(d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

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

Name of Bidder: _____

Printed Name

Title of Authorized Representative

Signature: _____

Date: _____

ATTACHMENT 5
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes, as currently enacted or as amended from time to time.

IDENTICAL TIE RFP – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs, 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 RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie RFPs shall be followed if none of the tied vendors have a drug-free workplace 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 what shall be taken against employee 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 RFP 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, the employee shall abide by the terms of the statement and shall 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.

COMPANY NAME: _____

VENDOR'S SIGNATURE: _____

ATTACHMENT 6

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

ATTACHMENT 7
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address:
Address of Proposed Office in Charge, if different:
Contact Person and Position:
Telephone:
2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other
3. If Corporation,
Date of Incorporation:
State of Incorporation:
If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization:
Names and Titles of Principal Officers:
4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:
5. If Partnership: Date of Organization:
Nature of Partnership (General, Limited, or Association):
Name and Address of Partners:
6. If Individual: Name and Address of Owner:
7. Under what other or former names has your organization operated?
8. Length of time in business.
9. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof.
10. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties.

ATTACHMENT 8
FEE SCHEDULE:

- 1. **Annual Examination** – The proposer shall provide a firm fixed price for completing the annual examination of the financial statements of the SBCC according to the following schedule:

<u>Fiscal Year Ending</u>	<u>Price</u>
June 30, 2019	\$ _____
June 30, 2020	\$ _____
June 30, 2021	\$ _____
June 30, 2022	\$ _____
June 30, 2023	\$ _____

- 2. **Single Audit** – The proposer shall provide a firm fixed price for completing the single audit of the SBCC according to the following schedule:

<u>Fiscal Year Ending</u>	<u>Price</u>
June 30, 2019	\$ _____
June 30, 2020	\$ _____
June 30, 2021	\$ _____
June 30, 2022	\$ _____
June 30, 2023	\$ _____

- 3. **Internal Accounts** – The proposer shall provide a firm fixed price for completing the internal accounts audit of the SBCC according to the following schedule:

<u>Fiscal Year Ending</u>	<u>Price</u>
June 30, 2019	\$ _____
June 30, 2020	\$ _____
June 30, 2021	\$ _____
June 30, 2022	\$ _____
June 30, 2023	\$ _____

For the years in which the single audit is required to be performed by the proposer, the corresponding fee will be added to those fees for the annual examination. Proposer should provide prices for the single audit for each fiscal year included on the proposed contract. However, proposers should be aware that it is likely that the single audit for at least one of these fiscal years will be performed by the Office of the Auditor General of the State of Florida.

- 4. **Additional Services** – It is anticipated that the proposer would use staff with a variety of skill and experience levels to provide any additional services contemplated in the RFP. Therefore, firms shall provide 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 proposer, It is expected that the District would authorize additional services on an individual basis. The District would jointly determine with the Contractor on a not-to-exceed price for each project, using the contractually established rates.

ATTACHMENT 8
FEE SCHEDULE:

ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
LEVEL	EXPERIENCE	HOURLY BILLING RATE	QUALIFICATION	RESPONSIBILITIES/SPECIALTY
Paraprofessional				
Junior				
Senior				
Manager				
Partner				
Specialist				

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contract.

AUTHORIZED SIGNATURE OF BIDDER

DATE