



THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
PURCHASING DEPARTMENT
120 LOWERY PLACE S.E.
FORT WALTON BEACH, FL 32548

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

ISSUE DATE:

February 06, 2024

PURCHASING CONTACT:

Vince Windham (850) 833-7668
windhamv@okaloosaschools.com

RFP TITLE:

Internal Accounts External Independent Auditing Services

RFP NUMBER:

RFP 24-02

RFP OPENING DATE & TIME:

February 27, 2024 2:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE & TIME WILL NOT BE CONSIDERED.

The School Board of Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School Board's Purchasing Office by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services or any electronic means used by the Proposer. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

PROPOSAL ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

NON COLLUSION CERTIFICATION: The proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this RFP and certify that I am authorized to sign this RFP for the proposer.

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE _____

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED PROPOSAL ENVELOPE TO IDENTIFY IT AS A "SEALED PROPOSAL". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE PROPOSAL WHERE REQUESTED.

DELIVER TO: THE SCHOOL BOARD OF OKALOOSA COUNTY, FL
PURCHASING DEPARTMENT, RM #1
120 LOWERY PLACE, S.E.
FORT WALTON BEACH, FL 32548

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO: 24-02

RFP TITLE: Internal Accounts External Independent Auditing Svc

DUE DATE/TIME: 02/27/24, 2PM CT

SUBMITTED BY: _____
NAME OF COMPANY



THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
Request for Proposal for
Internal Accounts External Independent Auditing Services

Index

Proposal Acknowledgement Form.....	Page 1
Sealed Proposal Label.....	Page 2
Index.....	Page 3
1.0 Introduction	Page 4
2.0 Instructions to Proposers	Page 7
3.0 Anticipated Time Schedule	Page 8
4.0 Award – School Board Rights and Reservations.....	Page 8
5.0 Term of Contract	Page 8
6.0 RFP Inquiries and Addenda.....	Page 9
7.0 Pre-Proposal Conference	Page 9
8.0 Minimum Eligibility Requirements.....	Page 9
9.0 Information to be included in the Submitted Proposal	Page 10
10.0 Proposal Evaluation Process.....	Page 12
11.0 Evaluation Criteria.....	Page 13
12.0 Replacement of Proposer’s Staff.....	Page 14
13.0 Cancellation of Award/Termination.....	Page 15
14.0 Default.....	Page 15
15.0 Force Majeure.....	Page 15
16.0 Legal Requirements.....	Page 15
17.0 Discriminatory Vendor List.....	Page 15
18.0 Public Entity Crimes.....	Page 16
19.0 Preference for a Drug Free Workplace.....	Page 16
20.0 Level 2 Screening Requirements.....	Page 16
21.0 Contractor Conduct While on School Board Property	Page 17
22.0 Scrutinized Company List	Page 17
23.0 E-Verify Requirements.....	Page 17
24.0 Federal and State Tax	Page 17
25.0 Conflict of Interest.....	Page 17
26.0 Insurance Requirements	Page 17
27.0 Indemnification/Hold Harmless Agreement.....	Page 19
28.0 Confidential, Proprietary, or Trade Secret Materials.....	Page 19
29.0 Public Record Law	Page 20
30.0 Public Agency Contracts	Page 20
31.0 Access to Records and Records Retention	Page 21
32.0 Assignment of Contract and/or Payment.....	Page 21
33.0 Agreement	Page 21
34.0 Joint Proposal	Page 21
35.0 Posting of RFP Recommendations/Tabulation.....	Page 21
Drug Free Workplace Form.....	Page 22
Debarment Certification	Page 23
Scrutinized Company Certification	Page 24
Submittals Checklist.....	Page 25

ATTACHMENTS (Click on links below to download documents)

[Exhibit 1](#) – List of Schools, Receipts, Disbursements and Number of Transactions for the Fiscal Year Ended June 30, 2023 (Click on Exhibit 1 link to view document)

[Exhibit 2](#) – Internal Funds Audit Report & Findings for Fiscal Year Ended June 30, 2022, and previous Fiscal Years. (Click on Exhibit 2 link, Audit Information – School Internal Funds to view documents)

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
Purchasing Department
120 Lowery Place S.E.
Fort Walton Beach, Florida 32548

REQUEST FOR PROPOSAL (RFP)

Internal Accounts External Independent Auditing Services
RFP NO: 24-02

NOTE: The term “Proposer”, “Respondent”, “Vendor”, or “Contractor” as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Proposer is responsible for understanding and complying with the terms and conditions herein. The term the “District”, the “OCSB” or the “School Board” as used within this RFP refers to The School Board of Okaloosa County, Florida. The abbreviation “F.S.” as used within this RFP refers to Florida Statutes.

1.0 INTRODUCTION:

1.1 Background:

This is a Request for Proposal (“RFP”) for an independent certified public accounting firm (the “proposer”) to conduct a financial audit of internal accounts for thirty-seven (37) schools within The School District of Okaloosa County, Florida (the “District”).

1.2 General Information about the District:

The District and its governing board were created pursuant to Section 4 Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with §1001, Florida Statutes. The School Board consists of five elected officials responsible for the adoption of policies that govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by §1010.01 Florida Statutes as prescribed by the State Board of Education.

The District operates 37 schools that have internal funds, including 18 elementary schools, 7 middle schools, 4 high schools, 1 K-8 school, 2 K-12 schools, and 5 specialized schools.

A list of all schools, including receipts, disbursements, and number of transactions for fiscal year 2022-2023, is included in this RFP as [Exhibit 1](#) on Page #3 of this RFP.

Firms are encouraged to thoroughly review the information contained therein in order to become familiar with the District and its operations.

1.3 Audit Services:

The District wishes to receive proposals for selection of an independent certified public accounting firm to provide auditing services for the School’s Internal Accounts for the period of five (5) years, beginning with an audit of the District’s Internal Accounts for fiscal year ending June 30, 2024. The initial term of the contact shall be from July 1, 2024 through June 30, 2029 (Fiscal Years 2023-2024 through 2027-2028).

1.4 Scope of Services:

A. The Auditor shall conduct a financial audit in accordance with Generally Accepted Auditing Standards applicable to financial and performance audits of public schools and similar entities. All financial records are located at each individual school site.

B. The Auditor shall have authority to review any and all records, books, internal working papers, bank accounts, and other documents of the Okaloosa County School Board pertaining to each School, including all financial transactions of each School's organizations or organizations operating in the name of each School in order to independently determine whether:

- (1) The School is acquiring, protecting, safeguarding, controlling and using its internally generated funds for activities and programs which have been authorized by The Board and in accordance with "Financial and Program Cost Accounting and Reporting for Florida Schools", Chapter 8, "School Internal Funds" (<https://www.fldoe.org/finance/fl-edu-finance-program-fefp/financial-program-cost-accounting-repo.stml>), the Board's policies, "Internal Funds Accounting Manual" (<http://www.okaloosa.k12.fl.us/finance/Publications/Internal/Internal%20Funds%20Manual%202022-11%20-%20Final.pdf>), directives of the Superintendent of Schools and his staff, and Generally Accepted Accounting Principles applicable to public schools; and
- (2) Financial statements for each School's internal account present fairly, in all material respects, the financial position of each School. The schools use a cash basis of accounting.

The Auditor shall have the authority to interview and receive full cooperation from any and all employees of the Board or other persons who may have knowledge of financial transactions made by or in the name of each School.

The respondent will describe the process that will be used to accomplish items A and B above.

C. Time Requirements

1. Commencement of the Audit – The auditor shall meet with the District's Chief Financial Officer immediately upon acceptance of the proposal and execution of a professional services contract between the School Board and the successful bidder.
2. Schedule of Fiscal Year Audit – Each of the following shall be completed no later than the date indicated:
 - a. Audit Plan – In the initial fiscal year (FY24) for which audit services will be provided, a detailed plan covering interim and year-end audit procedures will be provided to the Chief Financial Officer by July 31st. In each succeeding fiscal year for which audit services will be provided, a detailed plan covering interim and year-end audit procedures will be provided to the Chief Financial Officer by June 1st of that year.
 - b. Fieldwork – In each fiscal year for which audit services will be provided, fieldwork should commence sufficiently before the end of the fiscal year to allow the completion of all school audits no later than November 15th of that year.
 - c. Conferences:
 1. Entrance conference – An entrance conference will be held with each School's Principal prior to commencing the audit.
 2. Exit conference – An exit conference will be held with each School's Principal to review all findings, at which time the Auditor will deliver a draft audit report to each School's Principal. A copy of each report will simultaneously be delivered to the Deputy Superintendent and Chief Financial Officer. Prior to the issuance of the final reports, a summary exit conference will be held with the Superintendent and Chief Financial Officer.
 3. Progress conferences - will be held with the Chief Financial Officer at least monthly during the course of the audit engagement. Such conferences will be held at any time it appears that: schedule completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance, or nonfeasance by

an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

- d. Principal's Response – Each Principal will have a minimum of 10 working days to respond to each School's audit report, said response to be included as part of each School's final audit report.
- e. Reporting Deadlines – The audit report, in its final form and including the management letter, shall be completed no later than the last working day in the month of December. The audit report and presentation of audit findings will be presented to the Board at its second meeting in January.
- f. Periodic reports – the Auditor shall 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 Account Standards Board/Governmental Accounting Standards Board or any other significant financial/accounting matters that may affect the District.

D. Deliverables – The final reports, including Principals' responses shall be issued with ten copies being delivered to the Chief Financial Officer. The Auditor will also deliver an electronic version of the audit report and presentation of audit findings for publication on the District's website. The audits will be placed on the School Board agenda at the next regularly scheduled Board meeting following issuance of the reports.

E. Invoicing for Work/Progress Billing – In consideration of the size of the fees to be generated and the probable length of the audit engagement, progress billing will be permitted on a percentage of completion basis. To determine progress, the successful bidder will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items.

F. Working Papers – In all cases, the successful bidder will retain all working papers for a period of five (5) years from the date of the completed audit report, and will provide the District and/or its assignees access, free of charge, to any or all work papers during that same time.

G. Coordination – The Auditor shall coordinate his schedule and requests for information through each School Principal or their designee. The Auditor should, as necessary, consult with the Chief Financial Officer for the School District, the Budget Director, or Federal and State Auditors if necessary. The Auditor shall directly contact the Superintendent of Schools with any unresolved questions of access, authority, or jurisdiction. The Budget Director, the School Principal, School Bookkeeper, and other responsible personnel will be available to the Auditor during normal business hours. The Superintendent of Schools or the School Principal will provide the Auditor with reasonable work space, desks, and chairs and access to telephone lines, photocopying facilities and FAX machines at each School and at the School District offices. Report preparation, editing, and printing shall be the responsibility of the Auditor.

1.5 Special Conditions

- A. The accounting records are maintained on a computerized accounting system. [Exhibit 1](#) on Page #3 of this RFP lists each school's receipts and disbursements for the period July 1, 2022, through June 30, 2023.
- B. The Auditor shall obtain the prior approval of the Board of all news releases or other publicity pertaining to this RFP, or the audit and work to which it relates.
- C. The Auditor may provide group training for principals and bookkeepers at the conclusion of the audit designed to remedy audit deficiencies found during that reporting period.
- D. The Auditor will make at least one "spot audit" visit to each school prior to June 30th of each year. The purpose of this visit is to ascertain progress toward improving compliance with Board policies, and to provide guidance for school personnel. The Auditor must include in its proposal, a statement of willingness to provide additional visits, if requested by the school. Additional visits are specifically excluded from the scope of the Board's audit engagement, and are to be paid by the schools.

E. The Auditor shall provide, in addition to the audit report, a presentation of audit findings which shall include a comparison of schools' performance and compliance with Board policy. The presentation of audit findings shall also include comparative data related to receipts and disbursement, interest earnings, investments, major fundraisers, athletics by sports by school, band and chorus by school, explanations of increases and decreases. The presentation of audit findings shall also include other data specified by the Board. The response to this RFP must include disclosure of the comparison to be used, and the proximate criteria for such ranking. The audit report and findings for fiscal year 2021-2022 are included in [Exhibit 2](#) on Page #3 of this RFP for your reference.

1.6 These documents constitute the complete set of specifications, requirements, and/or proposal forms.

1.7 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by the reference as set forth herein.

2.0 INSTRUCTIONS TO PROPOSERS:

2.1 Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Internal Accounts External Independent Auditing Services, RFP 24-02. Sealed proposals will be received until 2:00 p.m. on February 27, 2024 in the District's Purchasing Department. The official clock for the purpose of receiving proposals is located in the District's Purchasing Department. All proposals must be date and time stamped by the official clock. Proposals will be opened in the District's Purchasing Department after the deadline for receiving proposals. Any proposal received in the District's Purchasing Department after the deadline indicated above will be date and time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. RFP's will be publicly opened. The public opening will acknowledge receipt of the proposals only, details concerning pricing or the offering will not be announced. All RFP's submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date, whichever occurs first.

2.2 Provide one manually signed original, seven (7) copies, and one (1) exact duplicate on a pdf formatted CD or thumb drive, of the proposal. The word "Original" shall be plainly stated on the original proposal documents. All proposals may be submitted in one packet. Proposals must be sealed and clearly labeled on the outside of the package. A label is provided on page #2 of the RFP. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the respondents will not be assumed by the District. The required Proposal Acknowledgement form (page #1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School Board.

2.3 Before submitting their proposal, each Proposer is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve them of any of the obligations and responsibilities which are part of this RFP. All RFP notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to www.bidnetdirect.com/florida It is the proposer's responsibility to monitor the website to view current solicitation opportunities and supporting RFP documents such as addenda, tabulation sheets, notice of action and notice of award.

2.4 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 60 days, to provide the District with the services specified in the proposal.

2.5 Upon a RFP award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other

municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

3.0 ANTICIPATED TIME SCHEDULE:

3.1 The District will attempt to use the following time schedule that will result in selection of proposer(s).

Activity	Date
Release/Posting of RFP	02/06/24
Deadline for Questions / Requests for Information	02/13/24, 2:00 p.m. CT
Release of Official Response to Questions	02/16/24 (on or about)
Proposals Due – 2:00 P.M. Central Time	02/27/24, 2:00 p.m. CT
Evaluation Committee Meeting	03/11/24, 10:30 a.m. CT
Evaluation Committee Meeting for Interviews/Presentations	03/25/24, 10:30 a.m. CT (if required)
Notice of Intent – Post Award Recommendation (Tentative Date)	03/26/24 (on or about)
Award Recommendation Submitted to School Board for Approval	04/22/24 (on or about)

NOTE: All times stated are Central Time (CT)

4.0 AWARD – SCHOOL BOARD RIGHTS AND RESERVATIONS:

- 4.1 The School Board reserves the right to accept or reject any or all proposals
- 4.2 The School Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The School Board reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the School Board may deem necessary.
- 4.4 The School Board shall be the sole judge of proposer’s qualifications.
- 4.5 The School Board reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 4.6 The School Board reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the School Board reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.7 The School Board reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the School Board reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached. The School Board reserves the right to negotiate concurrently or separately with competing proposers.
- 4.8 The School Board reserves the right to award an agreement based on initial proposals without further discussion or negotiation if deemed in the best interest of the District.
- 4.9 The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board’s economic advantage to use the agreements and contracts.

5.0 TERM OF CONTRACT:

5.1 The initial term of this contract shall be for a five (5) year period beginning with an audit of the District’s Internal Accounts for fiscal year ending June 30, 2024, following approval by the School Board of Okaloosa County, Florida. The initial term of the contract shall be from July 1, 2024 through June 30, 2029. This contract may be

renewed for three (3) additional one (1) year periods. The option of renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the School Board of Okaloosa County, Florida. All terms and conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one hundred twenty (120) days prior to expiration of this contract. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date. Upon mutual agreement this contract may be renewed beyond the three (3), one-year periods for a period not to exceed 180 days.

6.0 RFP INQUIRIES & ADDENDA:

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

Send all inquiries to attention:

Vince Windham, Program Director
Purchasing Department
Okaloosa District Schools
120 Lowery Place SE
Ft. Walton Beach, FL 32548
PH (850) 833-7668 FAX (850) 833-6327
E-mail: windhamv@mail.okaloosa.k12.fl.us

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

6.2 The deadline for submission of written questions is February 13, 2024 (CT). After this date and time, no additional questions will be accepted. Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Vince Windham, via the District contact information above. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the Contractor at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. Prospective proposers shall not contact any member of the Okaloosa County School Board, Superintendent, or District staff (other than the designated buyer for this RFP) regarding this RFP prior to award. Any such contact shall be cause for rejection of your proposal.

6.3 Interpretations of the RFP, clarification of RFP specifications and requirements or changes to the RFP which have material effect will be documented and communicated to proposers *only by written addenda*. Verbal responses to proposer's questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your proposal. Any addenda issued to this RFP will be posted to the Florida Purchasing Group Bid System. To access the bid system, go to www.bidnetdirect.com/florida. Prior to submitting the proposal, it shall be the sole responsibility of each proposer to contact the District's Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

On or about February 16, 2024 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the Florida Purchasing Group Bid System at www.bidnetdirect.com/florida.

7.0 PRE-PROPOSAL CONFERENCE:

7.1 No pre-proposal conference will be held for this RFP.

8.0 MINIMUM ELIGIBILITY REQUIREMENTS:

8.1 In order to be considered for evaluation, proposer(s)

- A. Shall be licensed to practice public accounting within the State of Florida;
- B. Shall be a member of the American Institute of Certified Public Accounts and the Florida Institute of Certified Public Accounts; and
- C. Shall have performed continuous CPA auditing services in the government sector for a minimum of five (5) years.

9.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted below. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP and completeness and clarity of content. All proposals may be submitted in one packet. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the Respondents will not be assumed by the District. The required Proposal Acknowledgement form (page #1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm.

- 9.1 TITLE PAGE: Show the RFP number, subject, the name of the proposer, address, telephone number and the date.
- 9.2 TABLE OF CONTENTS: Include a clear identification of the material by section and by page number.
- 9.3 TAB #1: LETTER OF TRANSMITTAL – limited to one or two pages and:
 - A. Briefly state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work within the specified time period;
 - B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and
 - C. Give the Federal taxpayer identification number of the proposer.
- 9.4 TAB #2: PROPOSAL ACKNOWLEDGEMENT FORM / PROOF OF MINIMUM ELIGIBILITY / ADDENDA / INSURANCE / INDEMNIFICATION, DRUGFREE WORKPLACE, AND DEBARMENT FORMS:
 - A. Include Proposal Acknowledgement Form (Page#1 of RFP) with all required information completed and all signatures as specified.
 - B. Include proof of minimum eligibility requirements as stated in Section 8.0 of this RFP.
 - C. Include signed Addenda (if any) issued for this RFP.
 - D. Include Indemnification Agreement (24.0), Drug Free Workplace & Debarment Certification forms.
 - E. Provide proof of your company's insurance as required in Section 23.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.
- 9.5 TAB #3: PROFILE AND QUALIFICATIONS OF THE FIRM (25 Points):
 - A. State whether the proposer is local, regional, or national.
 - B. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
 - C. Describe the range of services offered by the local office, such as audit, accounting or tax services.
 - D. Describe the computer auditing capability of the local office, including the numbers and classifications of skilled personnel.
 - E. Describe the experience of the local office in performing audits of governmental entities, including school internal funds audits within the State of Florida. Preparing governmental financial statements in conformance with GASB Pronouncements, Statements, and Interpretations.
 - F. Describe the school board audit experience of the proposer within the State of Florida and in other states.
 - G. Indicate the length of time that the proposer has provided the services described under C, D, E, and F above.
 - H. Describe the procedures of the proposer for ensuring quality control and the confidentiality of information obtained from clients.

- I. Provide references from other Florida school districts or similar agencies for work similar to that contemplated by this RFP.
- J. Indicate how the proposer insures compliance with 61H1-33.0035 Florida Administrative Code, Continuing Professional Education/Governmental Accounting.
- K. Describe any disciplinary action taken against the proposer or any individual associated with the proposer by the State of Florida Board of Accuracy within the last three (3) years.
- L. Briefly describe all lawsuits that are pending/filed against the local office of the proposer within the last three (3) years.

9.6 TAB #4: QUALIFICATIONS AND EXPERIENCE OF THE STAFF (30 Points):

- A. The proposer must identify the audit team that will be responsible for providing the required audit services, including the partners, managers, supervisors and staff, as well as staff from other than the local office, if necessary, for this audit. Resumes for each partner, manager and supervisor to be assigned to the audit team will be submitted and will include the following information:
 - 1. Formal Education
 - 2. Continuing professional education relative to governmental accounting and auditing
 - 3. Experience in private business or government
 - 4. Experience in public accounting in general
 - 5. Experience in auditing governmental units, including the position held (i.e. partner, manager, supervisor, senior or other position in the engagement)
 - 6. Experience in audits of school districts
 - 7. Experience in computerized systems in conjunction with 4, 5, and 6 above
 - 8. Membership in various national and state governmental accounting boards, committees or associations (past and present)
 - 9. Professional recognition, such as Certified Public Accounting licenses, awards, etc.
- B. Identify the specific individual who would serve the District on a day-to day basis as a primary point of contact and be responsible for the work product of the proposer. The individual identified shall be available within 24 hours notice by telephone to accomplish the following:
 - 1. Attend Meetings
 - 2. Respond to telephone calls
 - 3. Respond to specific inquiries

9.7 TAB #5: APPROACH TO THE AUDIT (10 Points):

Clearly describe the approach that the proposer will use in providing the services in Section 1.4.

9.8 TAB #6: QUALITY CONTROL REVIEW (10 Points):

Provide a copy of the most recent external quality control review for the proposer providing the services in Section 1.4.

9.9 TAB #7: PRICING OF SERVICES (25 Points):

- A. The proposer shall provide a firm fixed price for completing the annual school internal funds audit of the District according to the following schedule:

<u>Fiscal Year Ending:</u>	<u>Annual Audit</u>
June 30, 2024	\$ _____
June 30, 2025	\$ _____
June 30, 2026	\$ _____
June 30, 2027	\$ _____
June 30, 2028	\$ _____

- B. Travel expenses must be included in the proposal cost. The Board will not pay for the Auditor's travel that is billed separately. Mileage to the schools can be found on the District website at: <http://www.okaloosa.k12.fl.us/finance/Publications/Travel/In-County%20Mileage%20Chart%2003-18-2013.pdf>. If additional schools are added then the audit costs for those schools will be negotiated.
- C. All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

9.10 TAB #8: ADDITIONAL DATA:

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section: "There is no additional information that we wish to present."

10.0 PROPOSAL EVALUATION PROCESS:

- 10.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 10.2 Prior to the receipt of proposals an evaluation committee will be established. The Evaluation Committee will convene, review, and evaluate all proposals submitted based on the proposal evaluation criteria set forth in the RFP. District Purchasing Department personnel will participate in an advisory capacity only. The committee will be responsible for making a recommendation ranking the proposals for contract negotiation to the School Board.
- 10.3 Each proposal will be reviewed by Purchasing Department personnel to determine whether it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which has followed the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive". All proposals fulfilling the basic submittal requirements shall be referred to the Evaluation Committee for review and evaluation.

The Evaluation Committee will evaluate the proposals in accordance with the evaluation criteria listed in the RFP. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award. The interview/presentation will be based on the written proposal received.

If the committee requires interviews/presentations for all proposers, the interview/presentations shall occur before individual RFP Evaluation Forms are scored and finalized. If the Evaluation Committee elects to short-list a group for interviews/presentations, the committee will score and rank the top three Proposers who will move forward for interviews/presentations. After completion of the interview/presentations, each committee member will re-evaluate each of the finalists and finalize their scores.

All Proposers are hereby advised that the District may determine that verbal explanations, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist the Evaluation Committee with the performance of their duties under this solicitation. The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the committee.

The Evaluation Committee shall rank the proposals received which meet the submittal requirements. At the Evaluation Committee Meeting, each member will list the three (3) highest ranked firms based on the points totals received on the RFP Evaluation Form for each Proposer. The Proposer with the highest points total will be ranked as number one and will receive three (3) ranking points. The Proposer with the next highest points total will be ranked number two and will receive two (2) ranking points. The Proposer with the next highest points total will be ranked number three and will receive one (1) ranking point. If there is a RFP Evaluation Form points total tie between any of the proposers for any committee member, all proposers that are tied will receive the same ranking points for that ranking from that committee member. Ranking points will be awarded to the top three (3) proposers based upon RFP Evaluation Form points totals. See the example below for ties in RFP Evaluation Form points totals. The individual ranking points of each of the Evaluation Committee members will be added together to

produce a final score for each Proposer. The Proposer with the highest final score will be ranked number one. In the event of a tied final score between any proposers the Evaluation Committee will break the tie by majority vote. Proposers are advised to provide their best offer with the initial proposal because the Board reserves the right to award an agreement based on initial proposals without further discussion or negotiation if deemed in the best interest of the District.

Example: RFP Evaluation Form Points Total Tie:

Proposer A: 95 Points = 3 Ranking Points (Highest Score - Tie)

Proposer B: 95 Points = 3 Ranking Points (Highest Score - Tie)

Proposer C: 90 Points = 2 Ranking Points (Next Highest Score)

Proposer D: 85 Points = 1 Ranking Point (Next Highest Score)

The Evaluation Committee may short list no less than three (3) proposals, assuming that three (3) proposals have been received, that it deems best satisfy the evaluation criteria set forth herein. The committee recommendation for award will be posted for review by interested parties, at The Okaloosa County School Board Purchasing Department (Official Posting Place), 120 Lowery Place S.E., Fort Walton Beach, Florida, and will remain posted for a period of at least 72 hours. The recommendation is also posted to the [District's Purchasing website](#) and the [Florida Purchasing Group Bid System](#). The Superintendent will recommend to the School Board the award of any contract.

11.0 EVALUATION CRITERIA:

11.1 The Evaluation Committee shall review all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

<u>Description</u>	<u>Maximum Points</u>
Profile and Qualifications of the Firm	25
Qualifications and Experience of the Staff	30
Approach to the Audit	10
Quality Control Review	10
Pricing of Services	25
Total	<u>100</u>

11.2 Each proposer will be ranked based on an analysis of the following:

A. Qualifications/experience of the proposing firm:

A maximum of 25 points will be awarded based on the qualifications of the proposing firm, including, but not limited to, the following.

1. Profile, computer auditing capability and range of services of the office location from which the work is to be done;
2. Demonstrated experience performing annual audits of governmental entities by staff who will be performing the audit;
3. School Board audit experience of the proposer within the State of Florida and in other states;
4. Length of time proposer has provided the services described under Section 9.5 (C-F);
5. Adequacy of procedures to ensure quality control and confidentiality of information obtained;
6. The quality of the work product as evidenced by references for similar work from other Florida School districts or similar agencies;
7. Programs and actions taken to insure adequate continuing professional education of the proposer's staff;
8. Consideration of any disciplinary action taken against the proposer or any individual associated with the proposer by the State of Florida Board of Accuracy within the last three (3) years;
9. Consideration of any lawsuits that are pending/filed against the proposer within the last three (3) years.

Scoring Guidelines:

0 = Non-Responsive.

1-8 = Poor: Does not meet expectations.

9-17 = Acceptable: Meets minimum expectations.

18-25 = Superior: Exceeds expectations.

B. Qualifications/experience of individuals assigned:

A maximum of 30 points will be awarded based upon the qualifications of the proposed individuals to be assigned to the audit, including but not limited to the following:

1. Formal education, continuing professional education, experience in business, government and public accounting;
2. Experience in audits of governmental units;
3. Experience in audits of school districts;
4. Experience in audits involving computerized systems in conjunction with Section 9.6(A)(4-6);
5. Memberships in national and state governmental accounting boards, committees or associations;
6. Professional recognition, such as Certified Public Accounting licenses, awards, etc.
7. Ability to provide a primary point of contact, responsible for the work product of the proposer and available within 24 hours' notice by telephone to attend meetings, respond to phone calls, and respond to specific inquiries.

Scoring Guidelines:

0 = Non-Responsive.

1-10 = Poor: Does not meet expectations.

11-20 = Acceptable: Meets minimum expectations.

21-30 = Superior: Exceeds expectations.

C. Audit Approach:

A maximum of 10 points will be awarded. Clearly describe the approach that the firm will use in providing the services described in Section 1.4 Scope of Services above.

Scoring Guidelines:

0 = Non-Responsive.

1-3 = Poor: Does not meet expectations.

4-7 = Acceptable: Meets minimum expectations.

8-10 = Superior: Exceeds expectations.

D. Quality Control Review:

A maximum of 10 points will be awarded. Provide a copy of the most recent external quality control review for the office conducting the work.

Scoring Guidelines:

0 = Non-Responsive.

1-3 = Poor: Does not meet expectations.

4-7 = Acceptable: Meets minimum expectations.

8-10 = Superior: Exceeds expectations.

E. Pricing of Services:

A maximum of 25 points will be awarded. The lowest cost proposal meeting specifications will receive the maximum 25 points for this category. All other respondents will receive points proportionate to the lowest cost response meeting specifications. (EX: $\text{Lowest Cost} / \text{Cost Being Evaluated} \times 25 \text{ Points} = \text{Awarded Points}$)

12.0 REPLACEMENT OF PROPOSER'S STAFF:

12.1 All replacement personnel to be assigned to the District project are subject to written approval by the CFO.

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

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

13.0 CANCELLATION OF AWARD/TERMINATION:

- 13.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.
- 13.2 The School Board reserves the right to terminate any contract resulting from this RFP, at any time and for any reason upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination. Access to any and all workpapers will be provided to the School Board after the Termination of the contract.
- 13.3 The awardee(s) will have the option to terminate the contract upon written notice to the CFO. Such notice must be received at least 90 days prior to the effective date of termination.
- 13.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

14.0 DEFAULT:

- 14.1 In the event that the awarded proposer should breach this contract, the School Board reserves the right to seek remedies in law and/or in equity.

- 15.0 FORCE MAJEURE EVENT:** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a “Force Majeure Event”), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

16.0 LEGAL REQUIREMENTS:

- 16.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- 16.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following employment practices, rates of pay or other compensation methods and training selection.
- 16.3 All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

17.0 DISCRIMINATORY VENDOR LIST:

- 17.1 An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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.

18.0 PUBLIC ENTITY CRIMES:

- 18.1 Pursuant to the provisions of §287.133(2)(a) *Florida Statutes*, “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provided in §287.017, *Florida Statutes*, for category two for a period of 36 months from the date of being placed on the convicted vendor list”.

19.0 PREFERENCE FOR A DRUG-FREE WORKPLACE:

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

20.0 LEVEL 2 SCREENING REQUIREMENTS:

The following provisions which implement the requirements of Florida Statute §§1012.465, 1012.467 and 1012.468, *Florida Statutes* shall be added as additional terms and conditions of the contract:

- 20.1 In accordance with §1012.32, *Florida Statutes*, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, *Florida Statutes* unless otherwise exempted from such requirements by §§1012.467 or 1012.468, *Florida Statutes*. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district agent trained to take fingerprints. The contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to contractor and its employees.
- 20.2 Any personnel of the contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in §435.04, *Florida Statutes* (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when students are present, or to have access to school district funds.
- 20.3 It is the responsibility of the contractor to assure compliance with this requirement. Contractor agrees that in the event the contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in §435.04, *Florida Statutes* the contractor will notify School Board within 48 hours of such.
- 20.4 The parties agree that the contractor’s failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from contractor’s failure to comply with the requirements of this addendum or §§1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a level II clearance with full access to school property and is valid for 5 years. A burgundy badge signifies that a vendor has limited access to school property and is valid for 1 year. Contact the Okaloosa County School District fingerprinting office at (850) 833-5812 for additional information on screening and clearance procedures.

21.0 CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:

21.1 Contractor and contractor's employees shall sign in at the office of the principal at each school upon arrival and check out upon departure. Contractor and contractor's employees shall abide by School Board Policy 06-25, Drug Free Workplace Act of 1988, 06-26 Tobacco-Free School District, and 06-11 School Board Dress Code.

22.0 SCRUTINIZED COMPANY LIST PURSUANT TO §§287.135, 215.473, AND 215.4725, FLORIDA STATUTES:

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, *Florida Statutes*, as amended from time to time.

23.0 E-VERIFY REQUIREMENTS:

Effective January 1, 2021 public and private employers, contractors and subcontractors must require registration with, and use of the U. S. Department of Homeland Security E-Verify System, <https://e-verify.uscis.gov/emp>, in order to verify the work authorization status of all newly hired employees. By entering into this Agreement, the Provider becomes obligated to comply with the provisions of §448.095, *Florida Statutes*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Provider attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Provider agrees to maintain a copy of such affidavit for the duration of this Agreement and shall provide a copy to School Board upon request. Failure to comply with this paragraph shall constitute a default and material breach of this Agreement by Provider and will result in the termination of this Agreement as provided in §448.095, *Florida Statutes*, as amended, and Provider may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Provider will also be liable for any additional costs to School Board incurred as a result of the termination of this Agreement in accordance with this section.

24.0 FEDERAL AND STATE TAX:

The District is exempt from federal and state taxes for tangible personal property.

25.0 CONFLICT OF INTEREST:

25.1 Any award there under is subject to provisions of Chapter 112, *Florida Statutes*, all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of the District School Board of Okaloosa County, Florida. Further, all bidders must disclose the name of any Okaloosa County School District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

26.0 INSURANCE REQUIREMENTS:

The proposers shall furnish to the Board proof by Certificate of Insurance for each type of insurance listed below. Each Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, and agents are additional insured under the policy or policies. The Insurance Company shall provide Certificates of

Insurance to the District's Risk Manager at 120 Lowery Place S.E., Ft. Walton Beach, Florida, 32548 prior to the start of any work under this contract.

- A. Professional Liability Insurance. The proposer should present evidence of Professional Liability Insurance for the life of this audit and two years thereafter. This insurance shall provide coverage against such liability resulting from this audit. The minimum limits of such coverage shall be \$1,000,000 with a deductible not to exceed \$100,000. The deductible will be the responsibility of the insured.

Professional liability policies shall include an endorsement whereby the Auditor and his insurance carrier shall hold harmless The Board and each officer, agent, and employee of The Board for any and all claims against them arising from the negligent performance of professional services or caused by an error, omission or negligent act of The Auditor or anyone employed by The Auditor. Such coverage shall not be suspended or modified except after prior written approval of The Board. Certificates of Insurance meeting this requirement shall be forwarded to the Risk Management Department and approved prior to the start of any work.

- B. Workers' Compensation Insurance. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed at the site of the project or on any connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the School District of Okaloosa County. The Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.

Such insurance shall comply with the Florida Workers' Compensation Law.

No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and shall include Broad Form All States Endorsement.

Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

- C. Business Automobile and Public Liability Insurance. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include owned, non-owned and hired motor vehicle coverage.

The Contractor shall carry other public liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

Public liability coverage shall be endorsed to include following:

- On and off premises – Operation liability
- Occurrence Bodily Injury and Property Damage Liability
- Independent Contractors Liability
- Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project
- Personal Injury Liability Insurance

- Broad Form Property Damage Liability Insurance (including
- Completed Operations)

Limits of Liability. The insurance required shall be written for not less than the following or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

Type	Limit
Workers’ Compensation State Employer’s Liability	Statutory \$1 Million Each Accident
Comprehensive Automotive Liability Insurance	\$300,000 Each Occurrence (A Combined Single Limit)
General Liability	\$1 Million Each Occurrence (School District as Additional Insured)
Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation. The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor’s knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

27.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Contractor shall protect, defend, indemnify and hold the School Board of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor’s officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School Board agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of §725.06, *Florida Statutes*. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

BIDDER’S COMPANY NAME

AUTHORIZED SIGNATURE (MANUAL)

PHYSICAL ADDRESS

AUTHORIZED SIGNATURE (TYPED)

MAILING ADDRESS

TITLE

PHONE NUMBER

FAX NUMBER

28.0 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:

28.1 The Okaloosa County School District (OCSD) takes its public records responsibilities as provided under Chapter 119, *Florida Statutes* and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, *Florida Statutes*, the Florida Constitution or

other authority, respondent must also simultaneously provide the OCSD with a separate redacted copy of its response. This redacted copy shall contain the OCSD's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the OCSD at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- 28.2 Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, respondent shall protect, defend, and indemnify the OCSD for any and all claims arising from or relating to respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- 28.3 If respondent fails to submit a redacted copy with its response, the OCSD is authorized to produce the entire documents, data or records submitted by respondent in answer to a public records request for these records.

29.0 PUBLIC RECORDS LAW:

- 29.1 Pursuant to Section §119.071(1) *Florida Statutes*, proposals received as a result of this RFP will become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will in accordance with Chapter 119, *Florida Statutes*, be open for inspection by any person except as may be otherwise be provided by law.

30.0 PUBLIC AGENCY CONTRACTS:

- 30.1 To the extent that Contractor meets the definition of "contractor" under §119.0701, *Florida Statutes*, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of §119.0701, *Florida Statutes*:
- a) Keep and maintain public records required by the School Board to perform the service.
 - b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
 - e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@MAIL.OKALOOSA.K12.FL.US, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
 - f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with

Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

31.0 ACCESS TO RECORDS AND RECORDS RETENTION:

31.1 The Proposer agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer, Contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for five years after the District makes final payments and all other pending matters are closed.

32.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

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

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

33.0 AGREEMENT:

33.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the School Board. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

34.0 JOINT PROPOSAL:

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

35.0 POSTING OF RFP TABULATION / RECOMMENDED AWARD:

35.1 RFP tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft. Walton Beach, Florida 32548 and will remain posted for a period of 72 hours. Tabulations with recommended awards are also posted to the District's Purchasing Website at www.okaloosa.k12.fl.us/finance/Purchasing.aspx and the Florida Purchasing Group Website at www.floridabidsystem.com. Failure to file a protest within the time prescribed in §120.57(3), *Florida Statutes*, will constitute a waiver of proceedings under Chapter 120, *Florida Statutes*.

35.2 All Proposers are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board Policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 02-17(A)(13)(a), or failure to file a protest within the time prescribed in §120.57(3) *Florida Statutes*, shall constitute a waiver of proceedings under Chapter 120, *Florida Statutes*.

DRUG FREE WORKPLACE
APPENDIX A
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

**Certification Regarding Debarment, Suspension, Ineligibility and
 Voluntary Exclusion -- Lower Tier Covered Transactions**

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.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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.
4. 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.
5. 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) 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.
- (2) 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 APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to §§215.4725, 215.473, or 287.135, *Florida Statutes*. Pursuant to §287.135, *Florida Statutes*. I further affirm that:

1. This Company does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Vendor / Company Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SUBMITTALS CHECKLIST

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

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Proposal Acknowledgement Form	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Required submittals as described in Section 9.0 – 9.10 of this RFP	10-12
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Indemnification/Hold Harmless Agreement (Section #27.0)	19
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Drug Free Workplace Certification	22
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	23
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Scrutinized Company List Certification	24