

State College of Florida/Collegiate School

REQUEST FOR PROPOSALS

RFP #2011-3

RFP Title: Collegiate School Annual Financial Audit

Date: 9 May 2011

SECTION ONE INTRODUCTION

A. Intent and Purpose

State College of Florida, Manatee-Sarasota, on behalf of State College of Florida Collegiate School, hereinafter referred to as 'College', requests competitive proposals from licensed and qualified public accounting firms whose principal officer(s) are independent Certified Public Accountant(s), to provide annual financial audit services for the financial records of State College of Florida Collegiate School for the period of one (1) year with an option to renew for three (3) additional one year periods beginning on or about August 1, 2011.

Interested proposers must be licensed in the State of Florida and meet all other requirements as may be required by law. The public accounting firm must demonstrate relevant experience as later described in this Request for Proposal. Pursuant to Florida Statute Chapter 218.391, the District Board of Trustees of State College of Florida, on behalf of State College of Florida Collegiate School, will consider contracting with a public accounting firm(s) to provide annual financial audit services for State College of Florida Collegiate School.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. The College reserves the right, at its discretion, to waive any informality in the selection process and to reject any or all Statements of Proposal. The College reserves the right to award to more than one firm. The College reserves the right to add services during the contract period under the same terms and conditions of this agreement.

B. Project Description

Project: State College of Florida Collegiate School Financial Audit Services
State College of Florida Collegiate School

Location: State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, Florida 34207

The District Board of Trustees of State College of Florida, Manatee-Sarasota, on behalf of State College of Florida Collegiate School, intends to establish a contract for the purpose of providing financial audit services for the financial records of State College of Florida Collegiate School.

C. Collegiate School Informational Facts

State College of Florida Collegiate School (SCFCS) provides students with the opportunity to graduate simultaneously with a high school diploma and Associate in Arts (A.A.) degree. Opening in August 2010, SCFCS is starting with sixth and seventh grades. In subsequent years it will include sixth through 12th grades to offer a seamless continuum of education from middle school through high school. At SCFCS, students will explore their potential, discover the importance of higher education and receive personalized attention in a close-knit school setting. Areas of focus reflect the College’s strengths including innovative technologies, sustainability, wellness, performing arts and career education.

SCFCS is a tuition-free public school located at SCF Bradenton, 5840 26th Street West. Created through a charter with the School District of Manatee County, SCFCS operates autonomously and is responsible to the SCF District Board of Trustees.

SECTION TWO GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Definitions

CONTRACTOR/VENDOR DBoT	A company or person which is awarded the RFP/Contract The District Board of Trustees of State College of Florida, Manatee-Sarasota
EVALUATION TEAM	Comprised of SCF staff and faculty; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Procurement Services, or a designee, serves as the nonvoting chairperson
CHARTER SCHOOL AUTHORITY	State College of Florida Collegiate School; a public school operating independently of the School District of Manatee County
PROPOSAL PROPOSER	Proposals submitted in response to an RFP An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide financial audit services for Charter Schools who submits a proposal
RFP SCF	Request for Proposal; a formal request soliciting proposals State College of Florida, Manatee-Sarasota; the “College”; acting on behalf of State College of Florida Collegiate School
SCFCS	State College of Florida Collegiate School

B. Point of Contact

The College's point of contact for all matters relating to this RFP is Tony Radomski, Coordinator of Procurement. If there are any questions concerning the RFP, direct in writing, to Tony Radomski VIA email: radomst@scf.edu. Neither questions nor answers will be provided via phone or in person. Questions received less than 48 hours before the proposal opening cannot be responded to.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Coordinator of Procurement, Tony Radomski, or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

C. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact (Section Two, Paragraph B). Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final. A written addendum may be issued by the Procurement Office prior to the RFP submittal date, supplementing, modifying or interpreting any portion of this RFP and same will be posted on the College's web site: <http://www.SCF.edu/pages/3672.asp> . No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: <http://www.SCF.edu/pages/3672.asp> .

It is the sole responsibility of all prospective proposers to visit the website, prior to submitting their response, <http://www.SCF.edu/pages/3672.asp> to view the solicitation and download any or all issued addenda.

D. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's web site <http://www.SCF.edu/pages/3672.asp>; it is the sole responsibility of interested firms to consistently monitor this site for changes. Failure to note changes posted on the web site will be the fault of the potential proposer and not the responsibility of the College.

E. Proposal Withdrawn

Proposers may withdraw their proposals by notifying SCF in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of SCF and will not be returned to the proposers.

F. Additional Information

No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of a formal presentation to the evaluation team, if applicable, unless specifically requested by SCF.

G. Award/Contract

The College intends to select the most responsible and responsive Proposer that can demonstrate in their written response and in their oral presentation (if applicable) quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within SCF and executed by the parties.

The written responses are considered Phase I of the screening selection process with oral presentations considered Phase II of the screening selection process. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations. Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team's work, reference checks and possible follow-up interviews. Administration reserves the right to ensure reference checks conducted internally and externally confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College.

All provisions of this Request for Proposal and the successful respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligation of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement:

- State College of Florida Request for Proposal #2011-3
- All addenda issued pursuant to the Request for Proposal #2011-3 (if applicable)
- Proposer's formal proposal to the Request for Proposal #2011-3
- State College of Florida Contract to include all clarifications and negotiated modifications to Proposer's formal response

It is anticipated that the contract period shall be for one (1) year commencing on or about August 1, 2011. The College has the option to renew the contract annually for up to three (3) years, ending on July 31, 2014.

H. Termination

If the awarded contract is terminated or cancelled within the first year of the contract period, SCF may elect to award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of SCF.

I. Proposal Preparation Costs

Neither SCF nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

J. Accuracy of Proposal Information

Any proposer which submits in its proposal to SCF any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

K. News Releases

The proposer shall obtain the prior approval of SCF for any news releases or other publicity pertaining to this RFP or other service, study or project to which it relates.

L. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Three (currently \$65,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, proposer attests that they have not been placed on the "Convicted Vendor List". Any person submitting proposals in response to this Request for Proposal must execute and submit Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes. The form can be found in the Appendix to this announcement.

M. Public Records

Upon award recommendation or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys' fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the Procurement Services Office during normal working hours by appointment.

N. Acceptance/Rejection

SCF reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. SCF reserves the right to make the award to that proposer who, in the opinion of SCF, will be in the best interest of and/or the most advantageous to SCF. SCF reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in SCF's opinion, is not in a position to perform properly under this award. SCF reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

O. Relationship of Parties

The Vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

P. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any State College of Florida Board of Trustees approved action requiring college operators, vendors, contractors and associates on any State College of Florida campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by The State College of Florida Board of Trustees. Vendor shall, when so requested by the State College of Florida Board of Trustees, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467. To the extent The State College of Florida Board of Trustees requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, vendor shall comply with such other request by submitting the requested documentation to the Department of Public Safety within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract "force majeure" for non-compliance. Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history check under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check.

Q. Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), Florida Statutes 402.301-402.319, OSHA regulations, and all Civil Rights legislation.

R. Equal Opportunity Statement

State College of Florida believes in equal opportunity practices which conform to both the spirit and letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin or religion. The vendor shall have similar policies for employees assigned to the College.

S. Drug/Smoke/Alcohol Free Workplace

State College of Florida believes in a drug free and smoke free workplace and is committed through in-house policies to this objective. The vendor shall complete and submit the "Drug Free Workplace Form". The form can be found as Appendix A to this announcement.

T. Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

U. College Liability

State College of Florida will be liable only for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$100,000.00 per person and \$200,000.00 per occurrence, in accordance with Florida Statute 768.28.

V. Vendor Liability

The vendor shall purchase and maintain, during the term of contract, insurance policies described below issued by companies licensed in Florida. Certificates of Insurance and Occupational/Professional Licenses carried by the vendor shall be furnished to the College annually. The vendor must be licensed or approved to do business within the State of Florida.

With the exception of Professional Liability, Workers' Compensation and Pollution Liability (if applicable), all policies must name the district Board of Trustees of State College of Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 1997 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, Florida 34207

Insurance Coverage required is as follows:

- *Commercial General Liability
- \$1M each occurrence
- \$2M general aggregate
- \$1M Personal/Advertising Injury
- \$2M Products/Completed Operations Aggregate
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Payments (any one person)

***Automobile Liability Insurance**

\$1M Bodily Injury/Property Damage each occurrence, combined single limit for bodily injury liability and property damage liability arising out of any auto including owned, hired, and non-owned autos; Personal Injury Protection per statutory limits.

***Workers Compensation**

Coverage A-Statutory Limits as per Florida Statute 440 with the applicable state and federal laws to include Coverage B-Employer's Liability Insurance of not less than \$1M for each accident. A waiver of subrogation in favor of the College is required.

***Professional Liability**

\$1-3M each claim

\$2-5 Annual Policy Aggregate

***Excess/Umbrella Liability (as needed)**

Each occurrence (\$1-5M) excess of Commercial General Liability, Automobile Liability and Employers Liability Coverage should be as broad as primary

All certificates shall provide for sixty (60) days written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of the contract at the Certificate Holder's option.

By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the contract.

Contractor shall insure that all subcontractors comply with the same insurance requirements that the contractor is required to meet.

Additional Requirements:

1. Be licensed or approved to do business within the State of Florida
2. Insurer possesses a minimum A.M Best Company rating of no less than A-VI
3. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable)
4. With the exception of Worker's Compensation, all policies must name the District Board of Trustees of State College of Florida, its officers, employees, agents, and volunteers as "Additional Insured"
5. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, State College of Florida
6. Include a waiver of subrogation clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from State College of Florida
7. Include a Separation of Insured clause (Cross Liability) for all liability policies

8. State College of Florida prefers sixty (60) days advance written notice prior to policy non-renewal, cancellation or material change or alteration. Renewal certificates and endorsements are to be provided to State College of Florida at least thirty (30) days prior to expiration
9. Ensure that any sub-consultants maintain equivalent insurance coverage

W. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by the College internal auditing and/or legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of two (2) years after the completion of the contract.

X. Protest & Protest Bond Requirement

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the Request for Proposal must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Following Phase One and Phase Two (if applicable) of the Screening Selection Process and prior to the intended award being presented to the State College of Florida District Board of Trustees (if applicable), it is the sole responsibility of all prospective proposers to visit the website: <http://www.SCF.edu/pages/3672.asp> to view the intended award public posting on the date specified in Section Four, Paragraph B of this solicitation. Failure to file a written protest to the Director of Procurement Services within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

Any vendor who files an action protesting a decision or intended decision shall post at the time of filing the formal written protest, a bond, payable to the State College of Florida, Manatee-Sarasota, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the College's estimated expenditure during the contract term, or \$5,000 whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the College will accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

Y. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.

Z. Miscellaneous

The vendor shall not use the name of the College in any way unless approved in writing by the College. The Vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

AA. Indemnification

The provisions of Florida Statute 768.28 applicable to the College, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of their office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the College acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. To the fullest extent permitted by law, the firm shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the firm or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Provided, however, if the contract between the College and the Proposer is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Proposer to defend, indemnify or hold harmless the College, shall be limited to an obligation to indemnify or hold harmless the College, its officers and employees from liability damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

BB. Oral Presentation

After qualifications have been opened, a limited number of firms submitting proposals in response to the RFP may be required, at the request of the College, to make an oral presentation and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the firm to clarify the proposal. Firms will not be allowed to change their proposals. The Purchasing Department will initiate and schedule a time and location for any presentations, which may be required. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations.

CC. Errors and Omissions

The proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

DD. Firm's Responsibility

It is understood and the proposer hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

EE. Qualification Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

FF. Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any qualification if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of the contract.

GG. Severability

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

HH. Successors and Assigns

The College and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the College nor the vendor shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

II. Termination

A. Termination for Default:

The College may, by written notice to the Vendor, terminate this contract for default in whole or in part if the Vendor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the College's performance standards;
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
3. Make progress so as to endanger performance of this contract; or,
4. Perform any of the other provisions of this contract.

Prior to termination for default, the College will provide adequate written notice to the Vendor affording the Vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the College. The Vendor and its sureties (if any) shall be liable for any damage to the College resulting from the Vendor's default of the contract. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College the firm shall:

1. Stop orders/work on the date and to the extent specified.
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the College.
4. Continue and complete all parts of that work that have not been terminated.

If the Vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor, the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The College, by written notice, may terminate this contract, in whole or in part, when it is in the College's best interest. If this contract is terminated, the College shall be liable only for goods or services delivered and accepted. The College Notice of Termination may provide the vendor thirty (30) days prior notice before it becomes effective. However, at the College's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

JJ. Availability of funds

The obligations of State College of Florida under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

SECTION THREE SPECIFICATIONS

A. Purpose/Requirements

The purpose of this RFP is to obtain the services of a public accounting firm to provide the annual financial audits for the State College of Florida Collegiate School, (SCFCS) for fiscal years that end June 30, beginning with fiscal year ending June 30, 2011. The audits will encompass the general purpose financial statements, combining statements and other schedules for SCFCS. The audit is to be performed in accordance with generally accepted government auditing standards.

The financial statement audit is to determine whether:

- 1) The financial statements present fairly the financial position, results of operations, and cash flows or changes in financial positions in accordance with generally accepted accounting principles;
- 2) SCFCS has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.

The financial related audit will also include determining whether:

- 1) Financial reports and related items are fairly presented;
- 2) Financial information is presented in accordance with established or stated criteria;
- 3) SCFCS has adhered to specific financial compliance requirements.

As a part of the audit of the general purpose financial statements, the annual audit will also include obtaining an understanding of SCFCS' internal control and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with the Office of Management and Budget Circular A-133, a study and evaluation of internal control will include internal accounting and administrative controls for major federal financial assistance programs, in accordance with standards for risk assessment for major federal financial assistance. Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kinds of noncompliance and questioned costs will be reported in accordance with the Single Audit Act.

The Proposer must demonstrate that they are a certified public accounting firm duly licensed under Florida Statutes Chapter 473 and have the capability to perform the annual audit in accordance with generally accepted government auditing standards, Florida State Board of Education and Florida Office of the Auditor General auditing rules.

Annual financial audits will be for fiscal year(s) ending June 30. The financial audit report must be completed and delivered on or before October 15th of each year. For each annual financial audit, the independent auditor will provide one (1) electronic version on CD-ROM or USB flash drive and hardcopy written audit reports in the following amount: State College of Florida Collegiate School, – thirty (30) copies. The proposer will specify the amount included in the total estimated audit maximum fee above for providing both the electronic and hardcopy reports. The independent auditor is strongly encouraged to provide a management letter containing comments oriented toward constructive improvements. Copies of selected audit working papers will be provided as requested by the College.

B. Contract Period

It is anticipated that the contract period shall be for one (1) year commencing on or about July 1, 2011. The College has the option to renew the contract annually for up to three (3) years, ending on July 31, 2014 following satisfactory delivery of the services specified in the RFP, resulting contract and other identified documents (i.e. addenda, amendments).

SECTION FOUR SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS

A. Instructions for Submittal of Responses

If there are any questions concerning the RFP, direct in writing, to the Coordinator of Procurement, Tony Radomski, State College of Florida via: radomst@scf.edu . Neither questions nor answers will be provided verbally.

The proposal shall be submitted in a sealed container with "RFP #2011-3 Collegiate School Annual Financial Audit Services" clearly indicated on the outside of the container.

Submit to: Purchasing
State College of Florida, Manatee-Sarasota
Building 7, Room 141
5840 26th Street West
Bradenton, Florida 34207

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted in one (1) original completely unbound form, plus four (4) bound, signed copies and placed in a sealed package clearly marked on the outside "RFP 2011-3 SCF COLLEGIATE SCHOOL ANNUAL FINANCIAL AUDIT". Proposals must be furnished on or before the stipulated deadline. Proposal must arrive at the address listed above no later than 3:00 P.M. on Monday, May 23, 2011 to be considered. Proposals received after 3:00 P.M. on Monday, May 23, 2011 will not be considered. In addition, proposals received via Facsimile will not be considered. If not responding to the RFP, please submit a "No Response" on the Proposal Submittal Form.

Proposers that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received will be retained by the college. Proposals received after the stipulated date and time will not be accepted and will be returned unopened to the Proposer. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the bid. Therefore, if your proposal delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

The College shall in no way be responsible for delays caused by any occurrence. The bid time/date must be and shall be scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Responses will be evaluated by an evaluation team in accordance with procedures of Chapters 287.057 and 287.058, Florida Statutes. State College of Florida reserves the right to reject any or all responses when it feels it is in the best interest of the College. Based on the evaluation of the written responses in Phase I of the screening selection process, Proposers will be ranked and a minimum of three Proposers will be required to discuss their responses and participate in a public presentation (interview) to the evaluation team during Phase II of the screening selection process. The College reserves the right to select a Vendor based on the written responses only and not conduct Phase II oral presentations.

All information submitted by Proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a Proposer is found to have committed perjury, such Proposer shall be ineligible for consideration for future projects.

B. Timeline

All proposal openings and committee meetings are public and in strict compliance with Florida sunshine statutes and are held on the date and time in the building and room indicated below. Schedule changes, when required, will be indicated here.

All public meetings will be held at State College of Florida, 5840 26th Street West, Bradenton, FL 34207

Date	Time	Activity	Place
05/09/2011	11:00 AM	Proposal released and advertised on web site and in local print media	http://www.scf.edu/pages/3672.asp
05/23/2011	3:00 PM	Proposals due at SCF	Building 7, Room 141
05/24/2011	1:00 PM	Short list evaluation team meeting	Building 7, Room 148
TBD	TBD	Oral presentations / interviews	TBD
TBD	TBD	Award posted to SCF Purchasing web page	http://www.scf.edu/pages/3672.asp

C. Screening Selection Process/Evaluation Criteria

Phase One:

In order to facilitate review by the evaluation team, Proposers are requested to respond and index their written responses with the same tab notations as contained herein (Phase I Evaluation Criteria). Written responses must be typed and shall not exceed seventy-five (75) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first seventy-five (75) pages submitted of responsive proposals as part of Phase I of the screening selection process. The evaluation team will meet in a Phase I public evaluation meeting(s) (see schedule in Section Four, Paragraph B of this solicitation) and individually assign Phase I written evaluation points for each criterion as defined herein.

In Phase I of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each Proposer's written response. All of the evaluation team members' individual maximum points per Proposer will be totaled and an average score will be calculated. Based on the average calculated score, the Proposers will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top ranked Proposers, but no more than five (5), will be short listed and asked to return for Phase II of the screening selection process. The College reserves the right, at its' discretion, to select more than five (5) short listed Proposers to be included in Phase II of the screening selection process. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations.

The following Tab One (1) to Tab Five (5) represent the Evaluation Criteria utilized in Phase One (1):

TAB ONE: Professional Qualifications / Project Staffing (0-40 Points)

Provide the following information as it relates to the proposed project team's qualifications and the project team's staffing:

1. Firm name and address
2. Name, title, email address, telephone/fax number of Principal to contact
3. Address of office to perform work
4. Brief resume of key persons, specialists and individual consultants anticipated for this project:
 - a) Name/title
 - b) Project assignment
 - c) Name of firm with which associated
 - d) Years experience with current firm and years experience with other firms
 - e) Education (degree(s), specialization)
 - f) Active registrations (year first registered, discipline)
 - g) Other experience and qualifications that may be relevant to the project
5. Describe the Proposer's range of activities performed by the local office such as auditing and review, accounting and compilation, payroll and tax, and/or management services

6. Provide the name of the external quality control review organization of which the Proposer is a member and the Proposer's length of membership; also, state the review organization's planned frequency of peer reviews

Consideration will be given to, but not limited to, professional registrations, years of experience, experience with State of Florida Higher Education Facilities and other experience/qualifications that may be relevant to the proposed project.

TAB TWO: Methodology (0-45 Points)

Provide a description outlining the services to be performed. Such description should at a minimum include:

1. Proposer's understanding of the service(s) to be provided;
2. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and "generally accepted auditing standards for nongovernmental engagements";
3. Proposed software applications to be utilized in the audit preparations;
4. Proposer's approach to an annual financial audit, including methodology, nature, timing and extent of audit procedures to be performed;
5. Proposer shall estimate budgeted hours, time lines and sequence for audit procedures;
6. Describe the level of assistance that will be expected from the College or the Collegiate School entity;
7. Describe how Proposer meets the independence standards of Government Auditing Standards, July 2007 Revision, United States General Accounting Office (GAO); including, but not limited to, direct and indirect financial interest, and the relationship of the proposed audit team to employees of the audit entity and any of the State College of Florida District Board of Trustees;
8. Project plan and any other pertinent information.

TAB THREE: Public Entity Crimes Statement, Licenses, Insurance, Drug Free Workplace, W-9 and Litigation (0-15 Points)

- A. The prospective company must submit a properly executed **Public Entity Crimes Statement** found as Appendix B to this announcement.
- B. The prospective company must submit a properly executed IRS **Form W-9**, Request for Taxpayer Identification Number and Certification. The link to the IRS website has been provided as Appendix C to this announcement.
- C. The prospective company must submit a properly executed **Drug Free Workplace Form** found as Appendix A to this announcement.
- D. Additionally, provide a brief statement of explanation of all past (within past three years), present and pending claims (criminal and civil), lawsuits, judgments and/or insurance claims for errors and/or omissions filed by or against any firm or any principal or individual employed by any firm to be assigned to the current service to be provided.
- E. Provide documentation of insurances required as well as all licenses required by the State of Florida to perform the duties required by the service to be provided.
- F. Provide documentation that the agency is a Florida certified minority business enterprise. A valid Florida CMBE certificate must be provided.

Fee Proposal

In a separate sealed envelope marked "RFP 2011-3 SCF COLLEGIATE SCHOOL ANNUAL FINANCIAL AUDIT FEE PROPOSAL", submit estimated maximum fees for the annual audits beginning with the fiscal year ending June 30, 2011 for the State College of Florida Collegiate School. Also, state estimated maximum fees for the subsequent three (3) years, under current existing conditions, if the College were to request an extension of the contract.

Phase Two:

A public presentation (interview) will be conducted with the highest ranked short listed firms as a result of Phase One (1) of the screening selection process. The Director of Procurement Services will notify the short listed firms of the time allotted for their public presentation (interview) as well as the evaluation criteria to be used in the evaluation of the presentations. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations. The evaluation team will meet in a Phase II public evaluation meeting(s) (if applicable) and evaluate the presentations based on the evaluation criteria to be determined for Phase II of the screening selection process. Evaluation team members will individually assign Phase II written evaluation points for each criterion. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score.

In Phase II of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each Proposer's public presentation (interview). All of the evaluation team members' individual maximum points per Proposer will be totaled and an average score will be calculated. Based on the average calculated score, the Proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.

Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team's work, reference checks and possible follow-up interviews. Reference checks conducted internally and externally shall confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College.

NOTE: Evaluation Criteria utilized in Phase Two (2) of the screening selection process to be determined (if applicable).

INTENDED AWARD POSTING

Following Phase One and Phase Two (if applicable) of the Screening Selection Process, it is the sole responsibility of all prospective proposers to visit the website <http://www.SCF.edu/pages/3672.asp> to view the intended award public posting on the date specified in Section Four, Paragraph B of this solicitation.

Proposal Submittal Form

Purchasing Department
 State College of Florida, Manatee-Sarasota
 5840 26th Street West
 Bradenton, FL 34207
 941-752-5356

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

RFP	2011-3	Collegiate School Annual Financial Audit
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Vendor Name	
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Bidding As	Corporation		Individual		Other (explain)
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Address	
----------------	--

City		State		Zip Code	
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Telephone		Fax	
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E-Mail	
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Representative Title	
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Signature	
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APPENDIX A

Drug Free Workplace Form

RFP 2011-3 - Collegiate School Annual Financial Audit

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

(Name of Firm)

Does:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement, I certify that this firm complies fully with above requirements.

Proposer's Authorized Signature _____

Date _____

APPENDIX B

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS **FORM** MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]
- by _____
[print individual's name and title]
- for _____
[print name of entity submitting sworn statement]
- whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

APPENDIX C

Please complete and sign a W9 form and attach it to your proposal. The current W9 may be found at:

www.irs.gov/pub/irs-pdf/fw9.pdf