

**Request for Proposals
Financial Audit for Charter High School
RFP 9-2021/2022**



PENSACOLA
S T A T E C O L L E G E

Due Date: July 28th, 2022, 2:00PM CST

The College Board of Trustees of Pensacola State College located at 1000 College Blvd., Pensacola, FL 32504, in accordance with Florida Statute 287.055 is accepting sealed proposals for Financial Audit Services.

These services are further described on the Scope of Work pages of this Request for Proposals.

Questions regarding responses to this Request for Proposals should be in writing by email to Director of Purchasing and Auxiliary Services at purchasing@pensacolastate.edu by the date listed in the RFP Schedule.

Proposals must be delivered in person or by mail/courier service to the College's Director of Purchasing and Auxiliary Services, Attn: Ted Young, Bldg. 7, Room 737, 1000 College Blvd., Pensacola, FL 32504, by the date listed within the RFP Schedule. The Request for Proposal number, description, and the Firm's name and address must be on the outside of the sealed envelope. After the closing time, the Firms' Statements of Qualifications will be opened for the sole purpose of recording the names of the Firms submitting their proposals.

Public meetings are listed on the RFP Schedule and will be held at 1000 College Blvd., Building 7, Room 736, Pensacola, FL 32504.

Any Firm requiring special accommodations at any of the public meetings regarding this Request for Proposals due to a disability or physical impairment should contact Ted Young, Director of Purchasing and Auxiliary Services, purchasing@pensacolastate.edu at least three (3) working days prior to any meeting.

Any Proposals received after the specified time and date shall not be considered; additionally, any Proposals submitted orally, telephonically, e-mailed, faxed, or modified shall not be accepted. All Proposals may be submitted in person or by mail/courier service to the specified address by the specified deadline. The College cautions firms to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Receipt of proposal can be confirmed by calling the College Purchasing Office.

The College Board of Trustees of Pensacola State College reserves the right to waive minor, nonmaterial irregularities in any or all Statements of Qualifications and accept or reject, in part or in full, any or all Statements of Qualifications.

Any Firm may bid on the base scope of work, one, some or all of the alternates. A vendor may also choose not to bid on the base scope of work and choose to bid only on one, some, or all of the alternates. The College will determine the selection of scope pieces, in whole or in parts, to one or many vendors, at its discretion.

TABLE OF CONTENTS

Page

REQUEST FOR PROPOSAL LABEL.....4

1.0 DESCRIPTION OF PROJECT.....5

2.0 TERM OF CONTRACT5

3.0 PROPOSAL SCHEDULE.....5

4.0 MANDATORY MINIMUM QUALIFICATIONS6

5.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS6

6.0 PROPOSAL DUE DATE AND TIME.....6

7.0 INSTRUCTIONS FOR PREPARING PROPOSAL.7

8.0 REQUIRED PROPOSAL SUBMITTAL INFORMATION.....8

9.0 DELIVERY OF PROPOSAL.13

10.0 CONFORMANCE TO SOLICITATION14

11.0 EVALUATION METHOD15

12.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS16

13.0 GENERAL TERMS AND CONDITIONS.....18

EXHIBITS

EXHIBIT A - PROPOSER’S CERTIFICATION.....31

EXHIBIT B - PROPOSER INFORMATION AND SIGNATURE FORM32

EXHIBIT C - CONFLICT OF INTEREST AND DISCLOSURE33

EXHIBIT D – PUBLIC ENTITY CRIMES FORM.....34

EXHIBIT E - REFERENCES.....36

EXHIBIT F - ADDENDUM RECEIPT VERIFICATION37

EXHIBIT G - FINANCIAL ATTESTATION.....38

EXHIBIT H - PRICE PROPOSAL39

ATTACHMENTS

ATTACHMENT 1 - INSURANCE REQUIREMENTS40

ATTACHMENT 2 - SCOPE OF SERVICES41

ATTACHMENT 3 - APPLICABLE REFERENCES42

REQUEST FOR PROPOSAL LABEL:

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your RFP submittal package. Proper Labeling provides identification and processing of the RFP submittal to avoid opening envelopes until the official date and time of opening.



PROPOSAL ENCLOSED
(To be opened by the Purchasing Department)

Respondent Name: _____

Respondent Address: _____

Respondent's Telephone Number: (____) _____

US Mail: Pensacola State College Purchasing Department
ATTENTION: Ted Young, Director of Purchasing
1000 College Blvd. Building 7, Room 737
Pensacola, FL 32504

FEDEX, UPS Delivery: Pensacola State College Purchasing Dept.
1000 College Blvd, Bldg. 7, Room 737
Pensacola, FL 32504

Solicitation #: RFP 9-2021/2022

Solicitation Title: Financial Audit for Charter High School

Solicitation Due Date & Time: July 28th, 2022 @ 2 :00 P M , Central Time

1.0 DESCRIPTION OF PROJECT:

Pensacola State College is requesting Proposals from interested and qualified Proposers to obtain the services of an accounting firm whose principal officers are independent certified public accountants to perform an audit of the Pensacola State College Charter High School. Firms submitting a proposal should be prepared to negotiate up to a seven year contract and have experience auditing charter schools within the State of Florida.

2.0 TERM OF CONTRACT:

It is the intent of the College to award a Contract for a three (3) year term to begin upon approval and execution by the College. The Contract may, by mutual assent of the parties, be extended for up to 2 (2) additional year extensions.

2.1 TERMINATION/CANCELLATION: Section 237.161, Florida Statutes, prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, the College may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

3.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. The College, at its sole discretion, may delay the scheduled dates if it is in the best interest of the College to do so. If the College determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	June 29 th , 2022
Cut-off date for Questions by Respondents	July 13 th , 2022 @ 2:00 p.m., Central Time
Proposal Due Date and Time	July 28 th , 2022 @ 2:00 p.m., Central Time
Review and Evaluation of Proposals	August 15 th , 2022 @ 2:00 p.m., Central Time

4.0 MANDATORY MINIMUM QUALIFICATIONS:

The following mandatory minimum qualifications have been established. Subject to the College's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

Minimum Qualifications:

- 4.1 The Proposer must be actively in business performing these audit services for charter schools for at least three (3) years. The proposer must be able to produce an audit report for a Charter High School in accordance with Government Auditing Standards promulgated by the Comptroller General of the United States.
- 4.2 The Proposer must employ at least one Florida licensed Certified Professional Accountant (CPA) and be insured as required.

5.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS:

As set forth in this Request for Proposal, proposal submittals must conform to the scope of services and technical requirements as set forth herein, and Attachment 2.

6.0 PROPOSAL DUE DATE AND TIME:

- 6.1 Proposal Due Date
The date and time will be strictly observed. Sealed Proposals must be received at the Purchasing Department not later than the specified date and time as indicated herein. Proposals received after this date and time, will not be considered.
- 6.2 Public Opening
Proposals will be publicly opened and announced in the Purchasing Department or other locations as posted on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.
- 6.3 Public Record
Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.
- 6.4 Bid Notification Service
Pensacola State College has a bid notification service, *Vendorlink* which can be accessed at <https://www.myvendorlink.com/common/searchsolicitations.aspx> or the PSC Website at <http://www.pensacolastate.edu/about-psc/business-psc/>. Firms who

obtain Request for Proposal documents from other sources, other than the aforementioned sites should not rely upon the accuracy of information. The College shall not be responsible for the correctness and completeness of documentation obtained from other sources. **Failure to complete all required solicitation documentation may be cause for your proposal to be considered as non-responsive, i.e., a proposal submittal that does not include the required Addendum Receipt Verification (Exhibit F) to indicate all addendums posted.**

7.0 INSTRUCTIONS FOR PREPARING PROPOSAL:

7.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions, and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your Proposal submittal information.

7.2 Proposal Reproduction

- a) For ease of evaluation, proposal documentation should not exceed 40 pages. It is highly recommended that tabs are used and organized as outlined in the RFP to ensure the committee members can easily find topics for discussion.
- b) Submit one (1) unbound clearly marked original and five (5) bound exact copies.
- c) Provide one additional complete copy in electronic format, e.g., single CD- ROM or memory stick containing the RFP submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

7.3 Sustainability

The College is committed to reducing its carbon footprint while also planning for future growth and development. The College encourages the use of RFP submittal materials to be of recycled content and readily recyclable. It is strongly recommended to print on both sides of a single sheet of paper wherever applicable.

7.4 Incurred Expenses

Neither the College nor its representative shall be liable for any expenses incurred in connection with the preparation or submittal of Proposals, including presentations and any other expenses called for in this Request for Proposal.

7.5 Proprietary Information

- a) In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their Proposals

which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

b) A generic notation that information is “confidential” is not sufficient. Failure to provide the Purchasing Department Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

c) All Proposals received from Proposers in response to this Request for Proposal will become the property of the College and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the College.

7.6 Accuracy of Information

Any Proposer who submits in their proposal to the College any information that is determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect, may be disqualified from consideration and may be disqualified from applying for other work for a period of up to three (3) years.

7.7 Proposal Withdrawal

Proposers may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers must disclose their identity (company business card and driver’s license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the Proposers.

8.0 **REQUIRED PROPOSAL SUBMITTAL INFORMATION:**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized by section with tabs that reference the evaluation criteria as outlined below.

A. Title Page and Table of Contents (Tab A):

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: RFP Number and Title of Request for Proposal. The Table of Contents should include a clear identification of the material by Section and by page number.

B. Minimum Mandatory Requirements (Tab B):

Provide evidence that your firm meets the minimum mandatory requirements of this RFP as identified in **Section 4.0**. Proposers that do not submit documentation to meet the minimum mandatory requirements as specified in the RFP, will not be considered for further evaluation.

C. Key Personnel and Management Composition (Tab C):

This criterion includes, but is not limited to, consideration of the following:

1. Qualifications, experience of staff and their function as it relates to the scope of work; quantity of personnel assigned to the work.
2. Dedicated contact for the College who will directly be responsible and available to address issues.
3. Organizational chart: indicate key personnel and their relationships. Indicate each staff member's assignments and responsibilities as it relates to the Scope of Work.

Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full time and part time.

4. Project Personnel: Designated persons that will be assigned to the proposed project and their ability to provide scope of services. Include the following information:
 - a. Name, title, and assignment for the proposed contract
 - b. Resumé which includes:
 - i. Number of years with this company
 - ii. Number of years with other company(s)
 - iii. Experience: Names of projects, types of projects, and size of projects, and specific project involvement.
 - c. Education/Degrees earned
 - d. Active registration/certification/licenses
 - e. Current job description
 - f. Other experience and qualifications which are relevant to this project.
 - g. Information on membership in professional societies and completion of adequate related continuing professional education.

D. Company Qualifications, Related Experience, Capabilities and References (Tab D):

This criterion includes, but is not limited to:

1. Company Qualifications: Qualifications, firm's size, and firm's history. Detail any information that would give the firm an advantage in completing this service. The firm's current and projected workload, to ensure satisfaction of performance within the "Scope of Work" and continued principal leadership on the account. List any sub-consultants to be used and related qualifications.
2. Provide explanation of firm's experience with providing the required services.
3. Provide a copy of your most current Peer Review and/or the results of field reviews or audits by federal or state agencies.
4. Please indicate if there are or are not any disciplinary actions against the firm or assigned staff within the last three years.

5. References: Furnish evidence of firm's references from other institutions with providing similar services/scope of work during the last five (5) years and include any sub-consultants. A list of references should include the following:
 - a. Company's name and address; contact person and title; telephone and fax numbers; e-mail address
 - b. Contract/project name, project location
 - c. Year service was started and completed/ term of contract
 - d. Type of contract
 - e. Scope of service performed
 - f. Primary person in charge
 - g. Sub-contractors: Include major sub-contractors used (if applicable) **Do not include Pensacola State College or staff as a reference. Include completed** Reference form (Exhibit E) in this section of your submittal.

5. Independence Requirement: Submit a formal statement affirming that the firm meets the guidelines for independence as set forth in applicable Auditing standards.

E. Operating Plan, Project Approach, Technical Approach, Support, and Location of Firm (Tab E):

1. Operating Plan/Audit Approach: Provide your proposed operating plan/audit approach for successful completion of the Scope of Work identified in the RFP.
2. Location: The Proposer must provide the address, city, state, and county of all office locations, as well locations of any sub-contractors that will be used and the relationship to providing the Scope of Work. Identify which locations are located in Escambia and Santa Rosa Counties.
3. Tools and Systems: Provide information relating to firm's computer-based systems and other reporting systems used to provide and deliver the services.
4. Include applicable Quality Assurance Plan.

F. Completeness and Responsiveness of Submittal (Tab F):

This criterion includes, but is not limited to, the degree of RFP submittal completeness and ability to follow RFP instructions to include certification forms, documentation, and other related information.

1. Provide a Letter of Intent and independence: This letter will summarize in a brief concise manner, an understanding of the Scope of Work and a positive commitment to perform the services in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
2. Include Proposal Certification form (Exhibit A), Proposer Information and Signature Form (Exhibit B), W9 Form, Conflict of Interest and Disclosure form (Exhibit C), Public Entity Crimes Form (Exhibit D), and signed and dated Addendum Receipt Verification form acknowledging receipt of addendum (Exhibit F).

3. Corporate Information: If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida.
4. Subsidiaries: Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.
5. Bankruptcy: Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
6. Drug Free Workplace (DFW): If applicable, provide a statement concerning the firm's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that demonstrates that it has implemented a DFW will be given preference in the award process.
7. Provide Financial Attestation form, Exhibit G in this section of the proposal. The College will consider the Proposer's financial responsibility.
8. Proof of Insurability – Provide current certificates of insurance at the required levels for General Liability, Property Damage, Automobile Liability, Professional Liability and Workers' Compensation as required by Law. See Attachment 1.
9. Include a copy of any applicable licenses. Include proof that the Firm has a current license to do business in the State of Florida. Provide proof that the firm meets the certification requirements of the services to be performed.
10. Summary of Litigation: Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
 - a. Cases, which are related to contractual services provided in the regular course of business.
 - b. The regional/district office that support the contract.
 - c. Sanctions: List any regulatory or license agency sanctions.
 - d. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

G. Price Proposal Schedule (Tab G):

Proposer's price(s) shall be submitted in the format provided on the Price Proposal form (Exhibit H). Complete and submit in a sealed envelope and clearly identified on the outside of the envelope "Price Proposal for RFP #", "proposer's name", "due date". If the format of the "Price Proposal Form" is changed/revised, your proposal may be disqualified".

1. Proposal Price

Proposal should provide prices for each item as indicated on the Proposal Price Form for meeting all service requirements and implementing each phase of the Scope of Services as outlined herein. All chargeable services shall be included in the proposed total price including all equipment, labor, materials and overhead customarily associated with delivery of the services intended by this RFP.

Similarly, all expenses such as but not be limited to travel, lodging, meals, and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the total price. There will be no separate reimbursement for such expenses under this total fee/total price arrangement. Unit price shall prevail.

9.1 Short Listed Firms Only

A. Financial- (Pass/Fail)

1. The Proposer shall submit evidence of financial stability including its last three (3) fiscal year's annual financial statements, including any company financial statement summaries, or alternative financial information, to include balance sheets and profit and loss statements.
2. The College may require the firm to submit additional financial information necessary to evaluate the Firm's financial ability to perform the project and to respond to damages in the event of litigation pertaining to errors and/or omissions in providing professional services, company's financial reports for evaluation purposes or to request credit references in its review process.
3. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

B. Interviews and Oral Presentations:

1. **At the discretion of the College**, the College may elect to hold interviews or presentations with firms deemed to be responsive and responsible. The Notice of changes to the time or location will be made available through the Purchasing Department. While it is the intent of the College to provide equal time to all proposers for presentations, as in the best interest of the College, the Committee may extend the time, as needed, for additional clarification.
2. The criteria for evaluating the oral presentation are subject to change. In the event that the criteria are revised, those firms will be advised of the changes.
3. It is highly recommended that members of the firm and all sub-consultants providing services be present during the presentation.
4. As part of your presentation, be prepared to discuss the services that you will provide, with an emphasis on customer service, quality assurance, and any other requested information.

5. Handouts and/or “leave behinds” are permitted.

9.0 DELIVERY OF PROPOSALS:

- 9.1 If you have elected to mail your proposal submittal, the Proposal submittal shall be enclosed in a sealed envelope addressed to Pensacola State College Director of Purchasing, at the address listed below. Proposals submitted by mail must be received in the Purchasing Department by the time specified herein for the opening thereof.

In order for a proposal submittal to be received by the office of the Purchasing Department when the services of the USPS are used, a proposer is responsible for ensuring that their proposal submittal is transmitted in such a manner as necessary for the USPS to receive, sort, and deliver to the College by the RFP submittal due date and time. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposal submittals are received in the office of the Purchasing Department by the due date and time. **The College shall not be responsible for delays caused by any occurrence.**

All Proposal submittals shall be mailed or delivered to the Purchasing Department at the address listed below. Sealed Proposals using USPS delivery services are to be addressed as follows for mail delivery:

Pensacola State College Purchasing Department
Attention: Director of Purchasing
1000 College Blvd.
Pensacola, Florida 32504

Hand Delivery, UPS, or FedEx Delivery:

Pensacola State College Purchasing Department,
Building 7. Room 737
1000 College Blvd.
Pensacola, Fl. 32504

9.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following the date of opening. Should the proposer default with this binding condition, the proposer may be placed in debarment from submitting a proposal and doing business with the College for up to one year.

9.3 Late Proposals

Proposals received by the College after the date and time specified for receipt will not be considered. Late proposals will be declared non-responsive, and will not be scored. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

10.0 CONFORMANCE TO SOLICITATION

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the College's ability to waive minor irregularities and technicalities.

If a Proposer desires to submit a Proposal which, if selected by the College, would require the College to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the College asking the College to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled "Questions Regarding Solicitation or Proposal Process." If the College, in its discretion, agrees to amend, alter, or waive the requirement, the College will issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the College is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

11.0 EVALUATION METHOD:

An advisory committee will be established to review and rate each responsive proposal submittal using an adjectival scoring system. Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria and weighted value below. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question.
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score multiplied by the "weighted value" assigned to the different sections listed here equals the total score for that section.

EVALUATION CRITERIA	
CATEGORY	Weighted Value
<i>Key Personnel and Management Composition (Tab C)</i>	10
<i>Company Qualifications, Related Experience, Capabilities and References (Tab D)</i>	25
<i>Operating Plan, Project Approach, Technical Approach, Support and Location of Firm (Tab E)</i>	40
<i>Completeness and Responsiveness of Submittal (Tab F)</i>	5
<i>Price Proposal Schedule (Tab G)</i>	20
TOTAL:	100%

Should the Committee determine to hold presentations and/or to request Best and Final Offers, the following points may be allocated:

Best and Final Offer, maximum points 30.

1. Interviews/presentations, maximum points 70.

12.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

12.1 Initial Review of Responses

The Purchasing Department will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

12.2 Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) will be established to review, discuss, and evaluate all responsive and responsible Proposals submitted in response to this Request for Proposals (RFP). The Committee will conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize subject matter experts or consultants to advise and assist the Committee in its review of the Proposals. To comply with statutory requirements, the Charter School Board will act as the Committee on this RFP.

12.3 Presentations

After an evaluation of the proposals, the Committee may conduct interviews or presentations with those proposers deemed to be the most qualified to be considered as the short list. Interview and presentations are considered optional and will be at the sole discretion of the Committee.

The Committee reserves the right to interview or require oral presentations from and conduct pre-award discussion and/or pre-contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award.

Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The College will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

12.4 Optional Best and Final Offers

At the discretion and in the best interest of the College, the College may conduct discussions with Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion for the purposes of obtaining best and final offers.

12.5 Award Without Presentations

The College may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms from a price and technical perspective for consideration.

12.6 Ranking

The Committee will evaluate and rank the Proposers as set forth in section 11.0, Evaluation Method. Upon final evaluations, the committee's recommendation of the proposed rank order and award is presented to the Director of Purchasing. Upon review of the findings and recommendation by the committee, the Director of Purchasing will request the posting of the notice of intended action on *VendorLink* and the College Website. The notice of intended action may be obtained by the Proposers as detailed in the RFP on page 1 titled "Request for Proposal General Information."

12.7 Authority to Award

Contracts will be awarded in accordance with the provisions of Pensacola State College policies and procedures. Award of contracts in excess of the threshold of Category five as specified in Section 287.017, Florida Statutes, will be subject to the District Board of Trustee's approval.

12.8 Reserved Rights

The College, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone, or cancel, at any time, the solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The College does not guarantee the award of any contract as a result of this solicitation process. The College reserves the right to make the award to the Proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

The College also 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 the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

GENERAL TERMS AND CONDITIONS

13.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:

13.1 Communications with the College; Prohibited Contacts

To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the College's designated point of contact set forth in this solicitation or as otherwise authorized by the College's Director of Purchasing, during the prohibited communication period, the College prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf), to or with any officer, official (including the District's Board of Trustees), department, division, office, or employee of Pensacola State College, and any Advisory Committee members or other people or entities providing advice to the College or the Advisory Committee related to this solicitation.

During the prohibited communication period, all contacts, and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives, or others on their behalf, shall be directed to the College's Purchasing Department in the manner as described below, "Questions". Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the College. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent.

13.2. Questions

Any questions relative to interpretation of the solicitation or the solicitation process must be addressed in writing as indicated below. In order to be answered prior to the RFP submittal deadline, questions must be received by the Purchasing Department on or before the cut-off date for questions as specified in the Proposal Schedule. Any interpretation made to prospective Proposers with respect to questions submitted prior to the cut-off date for questions will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing, and posted on the Purchasing Website no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

13.3 Addenda.

It will be the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal.

13.4 Point of Contact. All communication and contact regarding this solicitation must be directed to:

Director of Purchasing
Pensacola State College
Purchasing Department
1000 College Blvd.
Pensacola, Florida 32504
Telephone: (850) 484-1794
Email:
purchasing@pensacolastate.edu
Website: <http://pensacolastate.edu>

14.0 ADDITIONAL INFORMATION:

The College reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to meet the needs of the College more fully. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the College reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Pensacola State College.

15.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Director of Purchasing will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in EXHIBIT F must be completed and submitted with your Proposal.

16.0 APPLICABLE LAW AND APPEALS:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of applicable State Statutes and Pensacola State College Policy. Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of the ITB/RFP/RFQ bid tabulation. "Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes." A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals are available for inspection during normal working hours by appointment, upon notice of a decision or intended decision, or 10 days after invitation to bid or proposal public opening, whichever is earlier.

17.0 CONTRACT:

Standard contract terms that the College intends to include for the award is incorporated into the terms and conditions of this RFP. These terms are not routinely modified. Any exceptions to contract terms should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of the language in the resulting contract shall only be valid if mutually agreed to in writing by the parties.

Upon determination of the rank order of the Proposers by the College, the College anticipates entering into good faith dialogue with the top ranked firm for a contract to perform the activities set forth herein. If the discussion with the top ranked Proposer is unsuccessful as determined by the College in its sole discretion, the College shall have the right, but not the obligation, to commence contract discussions with the other Proposers in rank order until an acceptable Contract is reached. The College does not guarantee that the College and any Proposer will be able to come to amenable terms on a Contract and all such discussions shall be at the Proposer's risk and expense.

18.0 EXECUTION OF CONTRACT:

Unless such time is extended by the College, the successful Proposer will, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Department, sign and enter into a Contract with the College, and simultaneously provide any required bonds, indemnities, and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

19.0 CANCELATION OF CONTRACT:

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

20.0 RIGHT TO AUDIT RECORDS:

The College shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

21.0 FUNDING APPROPRIATION:

21.1 Specified Period

Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the College, provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District Board of Trustees of funds, therefore.

21.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract may be cancelled, and the Contractor will be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

22.0 INDEPENDENT CAPACITY OF CONTRACTOR:

(a) The parties herein agree that the "Contractor", its officers, agents, and employees, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State or "College". The "Contractor" further agrees to take such steps as may be necessary to ensure that each "Subcontractor" or "Sub-subcontractor" shall be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida or the "College".

(b) "Contractor" agrees to indemnify and hold harmless, the "College" and the State of Florida, from and against any and all suits and judgments for damages resulting from personal injury, including death, or damage to real or tangible personal property, arising out of or in connection with the commodities and/or services performed under the "Contract".

23.0 CONFLICT OF INTEREST:

All Proposers must disclose with the Proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose the name of any Pensacola employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm.

24.0 EQUAL OPPORTUNITY:

The College is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, age, national origin, or gender.

25.0 PROMPT PAYMENT ACT:

Payment by the College will be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

26.0 INVOICES:

All invoices, in order to be classified as a proper invoice, must be delivered to Accounts Payable, Pensacola State College, 1000 College Blvd., Pensacola, Florida, 32504.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, consultant, or other invoicing party must conform to the following process:

- A. A description (including quantity) of the goods and/or services provided to the College (or a party on behalf of the College) reasonably sufficient to identify it (or them).
- B. The amount due, applicable discount(s), and the terms thereof.
- C. The full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
- D. The Purchase Order or Contract number as supplied by the College.
- E. An identification by Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the College; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

27.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a contractor, vendor, or other invoicing party ("invoicing party") and the College concerning payment of an invoice, the procuring department which has the dispute along with a representative of Pensacola State

College's Purchasing Department and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the College such material and information as the College may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure will commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the College. Any decision by the Director of Purchasing shall constitute the final decision of the College regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

28.0 PROPOSER'S GUARANTEE:

By submitting a proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

29.0 INSURANCE / PERFORMANCE BONDS:

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposal, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the College shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

30.0 FLORIDA SALES TAX:

The College is exempt from Federal and State Sales Tax for tangible property under Florida law. Purchases by the College under this solicitation are exempt from Florida sales tax. A copy of the Sales Tax Exemption is available upon request. No purchase made by any entity is qualified to be exempt other than those made directly by the College.

The College's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations.

The Contractor will be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

31.0 DRUG-FREE WORKPLACE CERTIFICATION:

In the event that multiple RFP responses directed to any state or political subdivision related to the Purchasing of commodities or contractual services are equal in respect to price, quality, and service, as determined by the College, preference for award shall be to those businesses that have implemented a Drug-Free Workplace Program, in compliance with Florida Statute 287.087, without limitation. By signing the Signature Page identified herein, you are in compliance with this Statute.

32.0 SPECIAL ACCOMODATIONS (ADA):

If special accommodations are required in order to attend any event or meeting in conjunction with this "RFP", please notify the Purchasing Department within three (3) working days prior to the scheduled event. In addition, any person awarded a contract pursuant to this "RFP", shall comply with all the provisions of the Americans with Disabilities Act (ADA) of 1990.

33.0 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE(MWBE) AND LOCAL DEVELOPMENT BUSINESS (LDB):

Minority, Women, Disabled Veterans and Local Developing Businesses are encouraged to participate in all solicitations conducted by the College. The College is required to report MWBE expenditures to the State of Florida's Office of Supplier Diversity and the District Board of Trustees. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Awarded Contractors may be required to submit quarterly spend to the College quarterly spend on minority and women owned businesses and LDB sub-contractors.

34.0 FLORIDA PREFERENCE-PERSONAL PROPERTY:

The "College" is required to comply with providing a preference to Florida Businesses in accordance with Florida Statute 287.084. A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply to documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

35.0 PURCHASING AGREEMENTS

To the extent required by s. 1010.04(1)(b), F.S., any Purchasing Agreements and State Contracts made available under s. 287.056, F.S., to the extent such Agreements and

Contracts exist and are relevant to this solicitation, have been reviewed.

36.0 FLORIDA PRINTING PREFERENCE :

The “College” is required, with applicable solicitations, to comply with providing a preference to Florida Businesses in accord with Florida Statute 283.35. The preference shall be 5% if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if printing can be performed in Florida at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

37.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposal constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, other colleges, political subdivisions, counties, and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

38.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation **must be in compliance with F.S. 607.1501, which requires a certificate of authority from the Department of State, prior to entering into a Contract with the College.**

39.0 SUBCONTRACTORS:

The Proposer, if awarded a contract, shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the College. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor’s performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

40.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

41.0 OFAC SANCTIONS LIST AND E-VERIFY:

Pensacola State College will not do business with companies listed on the OFAC Sanctions Lists as published by the U.S. Department of the Treasury's Website at <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>. Contractor will be responsible to verify that subcontractors are not included on the OFAC List.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

42.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

Proposer, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, must not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as created pursuant to s. 215.473 of the Florida Statutes nor be engaged in business operations in Cuba or Syria as defined in said statute.

43.0 CONFLICT OF INTEREST

The College requires that the Proposers provide professional, objective, and impartial advice and at all times hold the College's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the College, or that may reasonably be perceived as having this effect.

If the College, in its sole discretion, determines that a conflict of interest exists, such

Proposer may not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of an awarded Contract. Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the College as part of the proposer's submittal. The Proposer confirms knowledge of the conflict-of-interest laws of the State of Florida and agrees that they shall fully comply in all respects with the terms of said law.

44.0 PROTESTS OF SPECIFICATIONS:

Any Notice of Protest by a "Bidder" or "Respondent" or other party involving the specifications, terms and conditions or any other aspect of the "solicitation" must be filed in writing within seventy-two (72) hours after the posting of the solicitation.

45.0 PROTEST OF AWARD:

Failure to file a written protest within the time prescribed in Pensacola State College Protest and Contract Dispute Procedures, or failure to post the bond or other security as required within the time allowed for filing a bond shall constitute a waiver of proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the District Board of Trustees selects the "Contractor." For Purchase's that do not require Board of Trustee approval, the blackout period commences upon solicitation issuance and concludes upon "Contract" award.

46.0 SOFTWARE LICENSES:

If this purchase involves software products, the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

47.0 ACCESSIBILITY FOR USERS WITH DISABILITIES:

The Proposer shall provide a product or service that meets Federal Accessibility and Usability requirements and maintain documentation describing the conformance to specified standards for publicly available websites. The vendor will assume financial responsibility for any accommodation expenses incurred due to a failure of the product/service to meet accessibility requirements. With respect to accessibility requirements, the proposer shall:

- a. Adhere to the Following Standards: Institution is a private entity. Nonetheless, Institution expects the selected vendor to design to the standards and technical specifications as may be set forth in Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)) (available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards>) as well as WCAG 2.0 Level AA

(<http://www.w3.org/TR/WCAG20/>) specifications.

- b. Provide documentation regarding the level of accessibility conformance in the form of a Voluntary Product Accessibility Template (VPAT) and documentation as to how the product will meet WCAG 2.0, Level AA. Vendors may utilize a third-party accessibility evaluation service of their choice to provide such documentation at its sole expense.
- c. To the extent providing equipment or services related to communications, comply with all applicable FCC regulations regarding advanced communications services, including support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
- d. Respond to any accessibility issues discovered or reported by users within one (1) business day and communicate in writing a timeframe specific to resolving the reported issue(s). Resolution of reported accessibility issue(s) should be addressed as the highest priority within the next immediate development cycle or otherwise mutually agreed upon timeline.
- e. Include considerations for accessibility and universal design in product development, testing, and updates by ensuring to the greatest extent possible equivalent ease of use for individuals with disabilities as compared to non-disabled individuals.
- f. Identify a designated accessibility representative to address issues or questions pertaining to the accessibility of the product or service.

48.0 FEDERAL GRANT REQUIREMENTS

The following special conditions are applicable to “Contracts” issued as a result of an “RFP”, identified as such, by the “College”, as financed in whole or in part by grants from the Federal Government.

- (a) Access to Records: The “College”, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the “Contractor” which are pertinent to the “Work” resulting from this “RFP” for the purpose of making audits, examinations, excerpts, and transcriptions.
- (b) The Copeland “Anti-Kick Back” Act - The “Contractor” shall comply with the Copeland “Anti-Kick Back” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- (c) The Davis-Bacon Act (Construction Only) - The successful “Contractor” shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).
- (d) Contract Hours and Safety Standards Act - The “Contractor” shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).

- (e) Clean Air Act and Federal Water Act - The "Contractor" shall guarantee that all products purchased as a result of this RFP comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).

49.0 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:

- i. The Americans with Disabilities Act of 1990
- ii. OSHA regulations
- iii. All Civil Rights legislation
- iv. Office of Education 6A-14
- v. State Requirements for Educational Facilities (SREF)
- vi. Florida Statute 1013 (K-20 Education Code- Educational Facilities)
- vii. Florida Building Code

50.0 GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (a) through (d) of the Florida Statutes. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Escambia County, Florida.

Exhibit A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the College adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the College prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service, and is all respects fair and without fraud. I further certify that no officer, employee, or agent of the College or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me this ____
Day of _____, 2022.

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Signature of Notary
Notary Public, State of _____
Personally Known

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

COLLEGE, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

EMAIL _____

Company Tax ID # _____

Note: (The College only requires Company Tax Id numbers. The College is not requesting individual social security numbers.)

**Exhibit B
PROPOSER INFORMATION AND SIGNATURE FORM**

Company Name:				
Purchasing Address		City	State	ZIP (9-digit)
Remit to Address		City	State	ZIP (9-digit)
Phone #	Fax #	Web page address		
Address of Parent Company (if applicable)		City	State	ZIP (9-digit)
Contact Person (for project notification)	Title	Email Address		Phone #
Federal Employer Tax Identification No (9-digit)		OR	Social Security Number (SSN)	
OWNERSHIP, Please check all applicable boxes:				
Company is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women <input type="checkbox"/> Disabled Vet <input type="checkbox"/> LDB				
If minority owned, check applicable boxes. <i>Please attach your Minority Certification</i>				
<input type="checkbox"/>	Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)		<input type="checkbox"/>	African American
<input type="checkbox"/>	Asian Indian American (includes India, Pakistan, and Bangladesh)		<input type="checkbox"/>	Hispanic American
<input type="checkbox"/>	Asian Pacific American (includes oriental)			
Entity Making Submittal:				
<input type="checkbox"/> Parent Company <input type="checkbox"/> Subsidiary <input type="checkbox"/> Division <input type="checkbox"/> Branch Office				
Type of Company or Joint Venture:				
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other				
Year Company or Joint Venture Established: _____				
Company Name or Joint Venture's Years of Experience in this type of business: _____ Years				
Former Names. List names under which the company or joint venture has done business. (Indicate N/A, if not applicable): _____				
Name (Print): _____		Title: _____		
Signature: _____		Date: _____		
Please Type or Print Clearly				

All respondents certify by their signature, hereto, that they have read and understand the conditions and specifications of this RFP and that they have the authority, capacity, and capability to sign this document on behalf of the firm and will perform according to the conditions and specifications of this Request for Proposal.

Exhibit C
Conflict of Interest Statement and Disclosure Statement

CHECK ONE

[] The undersigned firm has no potential, real or apparent, conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by EXHIBIT to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Please answer the following questions *Yes* or *No*. If you answer *yes* to any of the questions, provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Business Regulation or any other regulatory agency or professional association within the last ten (10) years? **YES** **NO**

2. Has your firm or any member of your firm been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last ten (10) years? **YES** **NO**

If yes, indicate company name, contact name, and telephone number, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, litigation and/or judgments during the past ten (10) years? **YES** **NO**

If answered yes, include a summary and disposition of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of your proposal and forfeiture of rights for further consideration of this proposal process.

Company Name

Name (Print or Type)

Authorized Signature

Title

Failure to provide the information requested, including documentation relating to potential conflicts of interest, or summary of past litigation and/or judgment may result in disqualification of your proposal.

EXHIBIT D
PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
2. This sworn statement is submitted by _____
Whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____
3. My Name is and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Section 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 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. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Section 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.
6. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this ____ day of _____, in the year _____.

My commission expires: _____

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me or Produced Identification:

(Type of ID) _____

**EXHIBIT E
REFERENCES**

Proposer shall submit, as a part of the Proposal package, a minimum of three (3) of the most significant projects performed within the last five (5) years. Additional references may be provided as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Exhibit F
ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company

Signature

Title

Exhibit G
FINANCIAL ATTESTATION

This form must be signed by the Proposer and CPA* that prepared and reviewed your firm's most recent annual financial statement and be submitted with your response package.

1. Proposer Name: _____

2. Name of CPA* that completed the review of your company's most recent annual financial statement:

This Section requires completion fully by your CPA.* (that completed the audit of your firm's most recent annual financial statement.) After review of the Consultant's most recent audited financial/statement as their CPA* we have defined below their:

1. Which year of the most recent annual financial statement information is being derived from? _____

2. The Proposer reported a net after tax profit during that year? Yes _____ No _____

3. The Proposer's total current liabilities are? _____

4. The Proposer's total current assets are? _____

"CPA"*

"Proposer"

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(*) The CPA OR Accountant that completed a review of your company's most recent annual financial statement). In the event the CPA is unable to sign on this form, the College may accept a letter signed by the firm's CPA indicating the CPA has prepared and reviewed the firm's most recent annual financial statement.

**EXHIBIT H
PRICE PROPOSAL**

This will be a firm fixed price Contract. The Scope of Services to be completed by the awarded Contractor as defined in this Request for Proposal consists of specific requirements, listed in Attachment 2.

Year 1 Annual Cost for Audit as specified \$ _____ Year 2 Annual Cost for Audit as specified \$ _____ Year 3 Annual Cost for Audit as specified \$ _____ Total Cost Years 1,2 and 3 Cost for Audit as specified \$ _____ Payment Terms: Net 30 days or prompt payment discount of ____%, ____ Days offered by Proposer.

IDENTIFICATION			Type of Service
Company Name			
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		web page address
Contact Person		Title	
Contact Person's Email Address			
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)			
Are you a 1099 recipient?		If YES, under what name	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature </div> <div style="width: 45%;"> _____ Printed Name </div> </div> <div style="margin-top: 10px;"> _____ Date </div>			

ATTACHMENT 1

INSURANCE REQUIREMENTS

A. REQUIREMENTS:

1. Contractor shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. Limits or types of coverage may be increased by the College depending on scope of work at any time based on the recommendations of the College's Risk Management Consortium.
2. The insurance shall cover the Contractor's entire operation while under agreement with the College and shall be effective throughout the effective period of any agreement resulting from award of this RFP. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that the Contractor may desire to obtain. Proof of insurance at the required levels in this RFP must be submitted with the RFP submittal.
3. At the time of RFP award and prior to or concomitant with contract execution, the Contractor shall submit a certificate of insurance at the required levels naming Pensacola State College, District Board of Trustees as additional named insured on each policy, and each policy shall include a provision of 30 days written notice to the College of cancellation prior to the expiration date of the policy.

Insurance Schedule Minimum Limits:

- a. General Liability Insurance of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate.
- b. Automobile Liability Insurance of not less than \$1,000,000.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida and have a Best Rating of A+ or better.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.
3. All policies must be acceptable in the sole discretion of the College. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
4. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Pensacola State College Purchasing Department, Attn: Ted Young, Director of Purchasing, 1000 College Blvd, Pensacola, FL. 32504.

ATTACHMENT 2 SCOPE OF SERVICES

1. The Collegiate Charter School audit period(s) cover annual period(s) from July 1st through June 30th. The first year of the Audit period will be July 1, 2022 – June 30, 2023. Negotiations may address a one-, two-, or three-year contract. The audit must be performed in accordance with:
 - A. Generally accepted auditing standards as included in Statements on Auditing Standards, published by the Government Auditing Standards by the Comptroller General of the United States.
 - B. Accounting and Auditing Guide on Audits of Certain Governmental organizations, published by the Government Finance Officers Association and American Institute of Certified Public Accountants.
 - C. Financial statement for the school is Governmental Statements to be submitted independently to Florida Department of Education. The School financial statements will also be combined with the College financial statements to be submitted as department of the College.

2. AUDIT REPORT

Twenty copies of the financial audit report shall be submitted to the organization audited. Audits must be submitted to the organization not later than ninety days from the end of the audit period. Reports will be according to the Rules of the Auditor General, Chapter 10.850 (Audits of Charter Schools and Technical Career Centers). Copies of the audit report will be mailed to each Charter Academy Board member.

The report will include a separate, written management letter containing the auditor's observations during the course of the audit and their recommendations for improvements.

3. DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED

The accounts of the School are maintained in accordance with the principles of governmental and fund accounting to assure observance of limitations or restrictions placed on the use of available resources. The College utilizes a computerized accounting systems including a general ledger, cash receipts journal, cash disbursements journal, and general journal.

4. PAYMENT

The School will make payment for auditing services upon the submission of an invoice at the completion and review of the audit. The auditor must be notified within 30 days of the submission of the report in the event the report is deemed unacceptable. If the report is rejected, the auditing agency will have 30 days to revise and resubmit the report.

5. WORK PAPERS

The auditing agency shall retain work papers for a minimum of seven years. Copies of work papers shall be furnished to the School upon request.

6. RESTRICTIONS AGAINST DISCLOSURE

The auditing agency agrees to keep the information related to all funds audited and related agreements in strict confidence. Other than reports submitted to the recipient or the Department, the auditing agency agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on the auditor's staff, the College's staff or the School's staff who must have information on a need-to-know basis.

ATTACHMENT 3
LINK TO APPLICABLE REFERENCES

AICPA Professional Standards promulgated by the American Institute of Certified Public Accountants as of July 1, 2020.

GFOA's Best Practice: *Audit Procurement*, Government Finance Officers Association (www.gfoa.org/best-practices/internal-controls)

Government Accounting, Auditing, and Financial Reporting (2020), Government Finance Officers Association

Government Auditing Standards issued by the Comptroller General of the United States (www.gao.gov/yellowbook)

Public Procurement Guide for Elected and Senior Government Officials promulgated by the NIGP: Institute for Public Procurement (2016) (www.nigp.org/home/find-procurement-resources/elected-officials-procurement-guide)