

**St. Johns County School District**  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084



# REQUEST FOR PROPOSAL (RFP)

## REQUIRED RESPONSE FORM

**RFP TITLE: Schools Internal Accounts Auditing Services**

RFP NO.: 2019-27  
RELEASE DATE: December 12, 2019

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass  
Director of Purchasing  
(904) 547-8941  
patrick.snodgrass@stjohns.k12.fl.us

**RFP DUE DATE AND TIME: January 17, 2020 @ 1:30 pm**  
**RFP OPENING DATE AND TIME: January 17, 2020 @ 2:00 pm**

SUBMIT RFP TO: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for proposal to be considered.

- Literature     Specifications     Catalogs     Product Samples: See Special Conditions  
 Debarment Form     Manufacturer's Certificate of Warranty  
 Drug-Free Workplace Certification     List of References  
 Certificate of Insurance: See Special Conditions  
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

**PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN: \_\_\_\_\_

**Signature of Owner or Authorized Officer/Agent** \_\_\_\_\_ Telephone: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" or "Contractor" or "Respondent" or "Vendor" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
  - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit

with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.
- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** Successful proposer(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this RFP. RFP. Such purchases shall be governed by the same terms and conditions as stated herein.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out

that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

**For this RFP:**

- A.  Student contact not anticipated
- B.  Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

**The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.**

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- 38. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or 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 Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
  - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
  - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- 40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- 41. DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

**42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

**43. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; [sjpubrec@stjohns.k12.fl.us](mailto:sjpubrec@stjohns.k12.fl.us) ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084**

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Instructions for Certification:

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

|                   |                                     |
|-------------------|-------------------------------------|
| Name of Applicant | PR/Award Number and/or Project Name |
| Printed Name      | Title of Authorized Representative  |
| Signature         | Date                                |

**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
(Vendor's Signature)





**PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

RFP number and description: \_\_\_\_\_

Identify the state in which the Proposer has its principal place of business: \_\_\_\_\_

**Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.**

**However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

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

(To be completed by the Attorney for an Out-of-State Proposer)

**NOTICE:** Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of 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 (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

(Please Select One)

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

\_\_\_\_\_ The Proposer's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

(Please Select One)

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

\_\_\_\_\_ The Proposer's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state proposer's attorney: \_\_\_\_\_

Attorney's printed name: \_\_\_\_\_

Address of out-of-state proposer's attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state proposer's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Proposer's Printed Name: \_\_\_\_\_

## EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (42 U.S.C. 6201).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## EDGAR CERTIFICATIONS (continued)

**Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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### RECORDS RETENTION

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Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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### RECOVERED MATERIALS

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Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

**RFP #2019-27 Schools Internal Accounts Auditing Services**

**ST. JOHNS COUNTY SCHOOL DISTRICT**

**Table of Contents**

|      |   |
|------|---|
| 1.0  | Introduction                                  |
| 2.0  | Instructions to Respondents                   |
| 3.0  | Time Schedule                                 |
| 4.0  | Request for Information                       |
| 5.0  | Contract/Renewal                              |
| 6.0  | SJCSD's Rights and Reservations               |
| 7.0  | Minimum Qualifications                        |
| 8.0  | Scope of Services                             |
| 9.0  | Preparation of Proposals and Required Content |
| 10.0 | Evaluation of Proposals                       |
| 11.0 | Insurance Requirements                        |
| 12.0 | Vendor Payment                                |
| 13.0 | Purchase Orders                               |

## RFP #2019-27 Schools Internal Accounts Auditing Services

### RFP #2019-27 Schools Internal Accounts Auditing Services

#### Special Conditions

##### 1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as SJCSO) is requesting proposals from qualified Certified Public Accountants to conduct an audit of the internal activities of the public schools within St. Johns County Florida.
- 1.2 SJCSO presently operates eighteen (18) elementary schools, seven (7) middle schools, six (6) K-8 academies, and seven (7) high schools, one (1) technical college, one (1) alternative school, one (1) virtual school, and three (3) charter schools. It is anticipated that additional schools will be constructed and opened during the term of this agreement. The alternative schools, virtual school and charter schools are not included as part of this RFP. Schools may be added or deleted from this RFP at the sole discretion of SJCSO.
- 1.3 SJCSO is coterminous with St. Johns County, which covers 608 square miles. The total full-time enrollment of K-12 public schools is approximately 42,000.

##### 2.0 INSTRUCTIONS TO RESPONDENTS

- 2.1 All proposals must be received no later than, January 17, 2020 @ 1:30 PM and must be delivered to:

St. Johns County School District  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the Respondent will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One (1) manually signed original proposal and four (4) exact photocopies of the proposal, and one (1) exact copy on a flash drive must be sealed in one package and clearly labeled "RFP #2019-27 Schools Internal Accounts Auditing Services" on the outside of the package. The legal name, address, respondent's contact person and telephone number must also be clearly noted on the outside of the package. It is the sole responsibility of each respondent to assure all proposal copies are exact duplicates of the original proposal.

## **RFP #2019-27 Schools Internal Accounts Auditing Services**

- The manually signed original shall be clearly marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of SJCSO and may be retained by SJCSO or disposed of in any manner SJCSO deems appropriate.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the proposal.
  - 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the respondent.
  - 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
  - 2.7 Respondents should become familiar with any local conditions that may, in any manner, affect the services required. The respondent(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
  - 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of SJCSO.
  - 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide SJCSO with the services specified in the proposal.
  - 2.10 Pursuant to Florida Statute, it is the practice of SJCSO to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of SJCSO, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
  - 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

## RFP #2019-27 Schools Internal Accounts Auditing Services

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of 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. F.S. 287.084(2)

### 3.0 **TIME SCHEDULE**

3.1 SJCS D will attempt to adhere to the following schedule, however, makes no guarantee that the schedule will be achieved.

|   |                            |
|---|----------------------------|
| RFP Release   | December 12, 2019          |
| Deadline for Questions/Inquiries                        | January 3, 2020 @ 12:00 PM |
| Responses/Answers Posted on DemandStar                  | January 7, 2020 @ 5:00 PM  |
| Proposals Due   | January 17, 2020 @ 1:30 PM |
| Proposals Opened  | January 17, 2020 @ 2:00 PM |
| Oral Presentations (discretion of Evaluation Committee) | TBD                        |
| Board Approval  | TBD                        |

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

### 4.0 **REQUEST FOR INFORMATION**

4.1 Any questions and inquiries concerning the RFP must be submitted via email to Patrick Snodgrass of the SJCS D Purchasing Department no later than January 3, 2020 @ 12:00 PM to:

Patrick Snodgrass  
Director of Purchasing  
[patrick.snodgrass@stjohns.k12.fl.us](mailto:patrick.snodgrass@stjohns.k12.fl.us)

Questions and inquiries received after the said date will not be considered. Questions and inquiries must reference the RFP number.

4.2 Those interpretations or responses to all questions and inquiries which may affect the eventual outcome of this solicitation will be posted to the DemandStar website [www.demandstar.com](http://www.demandstar.com) for all prospective Respondents to view no later than 5:00 PM, January 7, 2020.

Only the interpretation or response given by the SJCS D Purchasing representative, in writing, shall be binding and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP and selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

4.3 Copies of addendum will also be made available for inspection at SJCS D's Purchasing



## **RFP #2019-27 Schools Internal Accounts Auditing Services**

Department where bid documents will be kept on file.

- 4.4 No Addendum will be issued later than January 7, 2020, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 4.5 Selection committee members, school board members, and school board personnel (except the Purchasing Department representative) are ***not to be contacted*** prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SJCS D, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the St. Johns County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify a Respondent from consideration.

### 5.0 **CONTRACT/RENEWAL**

- 5.1 The term of this contract shall be for fiscal years ending June 30, 2020 – June 30, 2022, and may by mutual agreement between SJCS D and the awarded Auditor be renewable for up to three (3) additional fiscal years of auditing services at agreed upon rates.
- 5.2 At any point during the term of a Contract with an Auditor resulting from this RFP, SJCS D may review records of performance to ensure the Auditor is continuing to provide sufficient support, labor and organization to comply with the requirements of the RFP. SJCS D may implement termination procedures if SJCS D determines that the Auditor no longer possesses the support, labor and organization which would be necessary to comply with the requirements for satisfactory performance.
- 5.3 SJCS D may terminate the Contract resulting from this RFP for convenience with thirty (30) days' written notice to the awarded Auditor. In the event of termination, SJCS D's liability will be limited to the payment for goods and services delivered and accepted as of the effective date of termination.

In the event of a material breach by an awarded Auditor through no fault of SJCS D, then SJCS D may, at its option, terminate the Contract immediately. Termination through a material breach would require the awarded Auditor to return to the District any fees paid in advance as of the effective date of termination.

- 5.4 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### 6.0 **SJCS D'S RIGHTS AND RESERVATIONS**

## **RFP #2019-27 Schools Internal Accounts Auditing Services**

- 6.1 SJCSO reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 6.2 SJCSO reserves the right to require Respondents to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 6.3 SJCSO reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 6.4 SJCSO reserves the right to: (1) accept the proposal of any firm to be in the best interest of SJCSO and (2) to reject any and/or all proposals.
- 6.5 SJCSO reserves the right to conduct interviews with any of the Respondents and to require a formal presentation by any of the Respondents.
- 6.6 SJCSO reserves the right to award this RFP to one or more sources, as determined to be in the best interest of SJCSO.
- 6.7 SJCSO reserves the right to further negotiate any proposal with the highest rated Respondent(s).
- 6.8 The RFP award will be made at the sole discretion of the St. Johns County School Board.
- 6.9 Granting of an award does not guarantee that an awarded Respondent will be chosen to provide services.

### **7.0 MINIMUM QUALIFICATIONS**

- 7.1 In order to be considered for evaluation, Respondents shall demonstrate sufficient capacity, resources and experience to provide complete professional auditing services as required by SJCSO. Any Respondent that fails to meet all of the following minimum criteria shall be noted as “non-responsive” and will not be evaluated/scored.
  - 1) The Respondent is a Certified Public Accounting firm in accordance with Section 473.309, Florida Statutes
  - 2) The Respondent is currently licensed under Section 473.3101, Florida Statutes. Respondent shall provide the current license number issued by the Florida Department of Business & Professional Regulation
  - 3) The Respondent has conducted Schools Internal Account Audits for at least three (3) public school districts including at least one (1) Florida public school district within the past four (4) years.

### **8.0 SCOPE OF SERVICES**

## RFP #2019-27 Schools Internal Accounts Auditing Services

- 8.1 The Auditor will provide goods and services as outlined herein. This Request for Proposal (“RFP”) is to solicit competitive proposals from qualified agencies for the purpose of providing Schools Internal Accounts Auditing Services. The scope establishes the minimum requirements to be provided by the awarded Auditor. The Auditor shall perform annual financial statement audits of the Internal Account Funds, Extended Day Program Funds, and Day Care Program Funds.

Schools maintain their internal accounts using PowerSchool, an activity fund accounting system, which is a web-based accounting solution. The Auditor will be given access to records online which will permit a review of transactions and the ability to run reports from a location other than the school. However, all schools must be visited in order to accomplish the work.

- 8.2 Each school has the capacity to raise funds, to administer various accounts established for various student activities, and to document the process by which internal activity funds are expended. The audit of internal activities accounts will include a review of all records, books, internal working papers, bank accounts, and inventory of pre-numbered receipts, purchase orders, checks and other documents pertaining to each school, including all financial transactions of each School’s organizations or organizations operating in the name of each school. A copy of the financial statements and reports for previous fiscal years can be found on SJCS D’s website at: <http://www.stjohns.k12.fl.us/transparency/>

- 8.3 **Financial Audit.** The audit will be made in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. The purpose of the audit is to express an opinion on the financial statements of the Board’s agency - internal activity funds and obtain reasonable assurance about whether the financial statements are free of material misstatement. The scope of the audit is to include:

- A. The requirements of the State Board of Education Rule 6A-1.087, Florida Administrative Code
- B. Compliance with Florida Statutes
- C. Compliance with Financial and Program Cost Accounting and Reporting for Florida Schools (the Red Book), issued by the State of Florida Department of Education
- D. Compliance with St. Johns County School Board Rules
- E. Compliance with the St. Johns County School Board’s School Internal Accounts Procedures Handbook
- F. Test of the accounting records and such other auditing procedures as considered by the auditor as necessary in the circumstances

- 8.4 **Review of Internal Control Structure.** An evaluation is to be made of each school’s internal control structure to determine the extent to which selected control environment factors, accounting system methods and records, and policies and procedures promoted and

## RFP #2019-27 Schools Internal Accounts Auditing Services

encouraged compliance with controlling laws, administrative rules, and other guidelines; the reliability of financial records; and the safeguarding of assets.

The Auditor shall issue a report on internal control over financial reporting and on compliance and other matters based on the audit performed as described in this RFP.

8.5 **Management Letter.** Management letter shall include all audit findings, by school, that constitute a material weakness, a significant deficiency, or other identified control deficiencies that did not constitute a significant deficiency or a material weakness. Each finding in the management letter must be discussed with the school principal, bookkeeper and other applicable school personnel (extended day coordinator, assistant principal, etc.), as deemed necessary, upon completion of field work at each identified school. Management letter shall include audit findings which may include, but not be limited to the following:

- A. Recommendations to improve management, accounting procedures, internal control structure and increase efficiency;
- B. Violation of laws, rules and regulations, discovered within the scope of the audit;
- C. Illegal expenditures discovered within the scope of the audit;
- D. Improper or inadequate accounting procedures;
- E. Failure to properly record financial transactions;
- F. Whether errors and irregularities reported on the preceding audit report have been corrected;
- G. Other inaccuracies, irregularities, shortages, and defalcations, if any, discovered by the auditor

School and District personnel will be permitted the option to discuss and clarify the findings prior to the issuance of the final management letter in the audit report.

8.6 **Exit Conference.** An Exit Conference will be held with each school's principal or an appointed designee and bookkeeper to discuss specific findings related to the procedures at that school.

8.7 **Contact Person and Scheduling of Work.** The Auditor shall coordinate their schedule and requests for information to each school Principal through the Director of Accounting or designee. The Auditor should, as necessary, consult with the Director of Accounting for SJCS D. The Auditor shall directly contact the Director of Accounting with any unresolved questions of access, authority or jurisdiction. SJCS D personnel will be available to the Auditor during normal business hours. Report preparation, editing and printing shall be the responsibility of the Auditor.

8.8 **Financial Statements.** The Auditor shall express an opinion on the Fiduciary Net Position of the Internal Accounts as prepared on the cash basis of accounting. The Statement of Fiduciary Net Position shall be included in the report, along with the accompanying Notes to

## RFP #2019-27 Schools Internal Accounts Auditing Services

Financial Statement, and a combining schedule of changes in Total Assets by Activity (supplementary information).

- 8.9 **Findings.** The Auditor will be required to present their findings to the Audit Committee and to the School Board, if deemed necessary by SJCSO personnel.

The Auditor shall be required to make an immediate written report to the Superintendent of Schools of all significant irregularities and any illegal acts as they become known.

- 8.10 **Schools Internal Accounts Handbook.** The Auditor will be available to answer and/or research specific questions related to any changes SJCSO is considering for the Schools Internal Accounts Handbook.

- 8.11 During the year the Auditor will be required to answer questions from bookkeepers and SJCSO personnel as the need may arise.

- 8.12 **Work Papers.** The Auditor shall retain all work papers for a period of three (3) years and will provide SJCSO access to any or all work papers at no charge for a period of three (3) years.

- 8.13 **Interim Procedures and Specific Areas.** The Auditor shall perform interim procedures upon a change in principal or bookkeeper at a school. From time to time SJCSO will request audits of specific areas, including but not limited to: cash handling, fund raising documents, booster club transactions and camp activities. An hourly rate shall be included in each respondent's response for audits covered in this section. Interim procedures and audits for specific areas shall be agreed upon prior to the commencement of audits covered under this section.

- 8.14 **Commencement of Audit.** The Auditor shall meet with SJCSO's Chief Financial Officer immediately upon acceptance of the proposal and execution of a contract between the School Board and the Auditor.

- 8.15 **Schedule of the Schools Internal Accounts Audits.** Each of the following shall be completed no later than the time period indicated:

### Progress Conferences

Progress conferences shall be held with key Finance Department personnel at least monthly during the course of the audit engagement. Additional conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance, or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material internal control weaknesses are detected.

### Reporting Deadlines

A draft of each individual school financial statement and management letter shall be submitted to the school principal and Chief Financial Officer within two weeks of

## RFP #2019-27 Schools Internal Accounts Auditing Services

completion of field work. Statements of Cash Receipts, Disbursements and Cash Balances shall be delivered to the Director of Accounting no later than the close of business on the **third Friday of August each year**. The final consolidated SJCS D Audit Report shall be delivered to the Chief Financial Officer no later than the close of business on the last day of business in October each year.

SJCS D requires fifty-five (55) copies of the document in a bound format, and one (1) electronic PDF copy.

### 9.0 **PREPARATION OF PROPOSALS AND REQUIRED CONTENT**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. **Respondents are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive.**

- A. **RFP COVER SHEET**: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- B. **DEBARMENT FORM**
- C. **DRUG FREE WORKPLACE CERTIFICATION FORM**
- D. **STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**
- E. **EDGAR CERTIFICATIONS**
- F. **INSURANCE COVERAGE**: Insurance certificates evidencing coverage as specified in section 11.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to commencement of any work under this RFP.
- G. **QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF (Weighted Value 35 Points)**:

- 1) ***Organizational History, Structure, and Authoritative Direction of Control***: Describe the history, structure, and authoritative direction of control of Respondent's organization with particular emphasis on its experience in providing Internal Accounts Audit Services.

Provide an organizational chart of your professional staff. List at least **three (3)** current or recently completed projects which best illustrate the experience of the firm (projects shall be similar in size and scope to the SJCS D project detailed in this solicitation). Include the following for each:

- Name and location of the engagement
- The nature of the firm's responsibility on the engagement

## RFP #2019-27 Schools Internal Accounts Auditing Services

- Name, address, telephone number, fax number and email address for each project contact who may be contacted as a reference
- Date engagement was completed or is anticipated to be completed
- Size of engagement (project dollar value)
- Services for which the firm's staff was responsible
- Present status of the engagement
- The firm's key professionals involved on the engagement and who of that staff would be assigned to the services covered by this RFP

- 2) **Administration and Staff Qualifications:** Describe the qualifications and experience of the partners, managers, supervisors, seniors, and other professional staff who will provide the services to SJCS D. Respondent shall ensure that staff has all required licenses, certifications, and training appropriate for such persons' role and function within the firm. Documentation that describes job qualifications and experience will be acceptable.

Provide the name and contact information of the staff that will be responsible for handling this account.

- 3) **Selecting, Training and Evaluation:** Describe your procedures for recruiting, selecting (including background checks), training and evaluating all staff. Detailed information of staff orientation and on-going training including frequency and training agendas must be included.

What is the staff attrition rate for the office where the majority of the work for SJCS D will be done?

Provide data for last three years as it relates to professional staff.

- 4) **Company Profile**

- A. Is your company local, regional or national in scope? How many employees are employed company-wide? How long has the company in its existing form been in existence? How long has the company been in existence in any form? Give a brief history, if needed, concerning the changing company identity.
- B. How many offices are located in the State of Florida? How many employees are employed in the State of Florida?
- C. Where is the office located that will service this account if you receive an award? How many employees, CPAs, other accountants, other professional support staff, and other clerical/support staff are located at this location? Describe the range of services offered through this office.
- D. How many total accounts are serviced from this local office? How many of these accounts are Florida School Districts for which the firm conducts

## **RFP #2019-27 Schools Internal Accounts Auditing Services**

auditing services? Name the school districts currently and since 2009 that have been audited by this office, indicate the year(s) audited and annual budget amounts. List other Florida government entities audited by this office, including year(s) audited and annual budget amount.

- E. Describe any disciplinary action taken against the firm or any individual associated with the firm by the State of Florida Board of Accountancy within the last three (3) years.

### **5) Audit Team Qualifications**

A. Identify all members of the proposed auditing team who will service the School Board's account and define the role of each member. Indicate the primary point of contact at the local office and for field inquiries.

B. For each Team member indicate the following:

- Highest level of formal education obtained
- Continuing professional education relative to governmental accounting and auditing
- Experience in auditing Florida governmental entities, including position during engagement and dates
- Specific experience auditing Florida school districts, including position during engagement, year(s), and total annual budget audited
- Membership in various national or state governmental accounting boards, committees or associations
- Professional recognition, such as Certified Public Accountant license, awards etc.

- 6) Respondent must maintain a current business license. Respondent must keep current all licenses and permits, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder, and shall pay promptly when due all such fees.

Respondents must provide documentation of applicable license, certification, and/or commercial experience involving the services described herein with their proposal. SJCS D reserves the right to request documentation at any time during the contract period.

- 7) Respondent must demonstrate a record of company stability for the last five (5) years and provide information supporting evidence as follows:
- State number of years in business.
  - State the location, address, and telephone number of Respondent's offices.
  - Discuss any name changes, changes in ownership, reorganizations, etc.



## **RFP #2019-27 Schools Internal Accounts Auditing Services**

- 8) License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies.
- 9) Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.
- 10) References: SJCS D may check references listed by Respondent. Please provide at least three (3) Florida School District References or (3) most comparable municipal references that SJCS D may contact as references. Please include the following for each reference:
  - District, key contact person(s);
  - Job title(s) address, phone number, email address for key contacts of the district/municipality.

### **H. SCOPE OF SERVICES (Weighted Value 35 Points):**

Describe Respondent's understanding of the scope of services as described in this RFP. Respondent shall accomplish each of the tasks as outlined in the Scope of Services. For each element of the Scope of Services identified, please provide a detailed and clear description of how the Respondent plans to accomplish the required objectives.

- Describe any unique approaches or methodologies used by Respondent as appropriate
- Describe the outcomes noted from similar projects

### **I. PROPOSAL PRICING (Weighted Value 30 Points):**

- (1) Schools Internal Accounts Audit. The proposal shall include Respondent's proposed pricing as requested on the Proposal Fee Schedule for fiscal years ending June 30, 2020; June 30, 2021; and June 30, 2022. The School Board reserves the right to accept or reject pricing.

It is anticipated that additional schools will be constructed during the term of this RFP. In the event that a new school is opened, and an Internal Account Audit is performed on the new school, the Contractor is expected to apply the pricing outlined on the Proposal Fee Schedule to the new school throughout the term of the RFP.

- (2) Additional Services. SJCS D may request the use of the firm's staff to provide additional services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the guide on the Proposal Fee Schedule. The firm may

**RFP #2019-27 Schools Internal Accounts Auditing Services**

propose a separate schedule for each type of additional service offered by the firm. Additional services will be at the sole discretion of SJCS D, would require authorization in writing by SJCS D, and include a not-to-exceed price for each project using the contractually established rates.

**10.0 EVALUATION OF PROPOSALS**

**10.1 Evaluation of Proposals.** Proposals will be reviewed and evaluated by a Proposal Evaluation Committee (“Committee”) consisting of SJCS D personnel as described herein.

**10.2 Proposal Opening.** Proposals will be received and publicly opened. Only names of Respondents are read at this time.

**10.3 Proposal Evaluation Committee.** The Committee will convene, review, evaluate, and rank all valid proposals submitted based on the evaluation criteria.

The Committee reserves the right to interview any, all or none of the Respondents that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on or behalf of the contract before recommendation of award.

Public Notice of Proposal Evaluation Committee meetings will be posted on SJCS D Purchasing website: <http://www.stjohns.k12.fl.us/purchasing/board/>

The Committee may consult with other SJCS D staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.

**10.4 Evaluation Process.** SJCS D will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as directed by the School Board. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Procurement Services staff will participate in an advisory capacity only.

**10.5 Evaluation Criteria.** Only proposals that meet the requirements contained in this RFP will be evaluated based on the following criteria:

| Scoring Criteria                                | Weighted Value | Maximum Possible Points | Maximum Possible Score |
|---|----------------|-------------------------|------------------------|
| Qualifications and Experience of Firm and Staff | 35             | 4                       | 140                    |
| Scope of Services                               | 35             | 4                       | 140                    |

**RFP #2019-27 Schools Internal Accounts Auditing Services**

|                  |            |   |            |
|------------------|------------|---|------------|
| Proposal Pricing | 30         | 4 | 120        |
| <b>TOTAL</b>     | <b>100</b> |   | <b>400</b> |

**0 = Unsatisfactory: Not responsive to the question or topic; 1 = Below Minimum Standards: Responsive to the question or topic but below acceptable standards; 2 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question or topic; 4 = Exceeds Expectations for effectiveness and responsiveness to the question.** The Committee member’s score times the weighted value assigned to the different sections listed above equals the total score for that section.

SJCSD shall calculate all scores and determine a ranking of all Respondents. The Committee shall determine if presentations/interviews are necessary.

10.6 **Presentations/Interviews.** Should Committee members request presentation or interviews from a shortlist of Respondents, companies will be contacted. The same proposal evaluation process shall apply. All Respondents on the shortlist will start with a score of zero, and will be rescored using all information provided to SJCSD through written proposals, presentations or interviews.

10.7 **Right to Negotiate.** Upon completion of the evaluation, the Committee will recommend to the Board that it authorize SJCSD staff to pursue negotiations and execute a contract with the highest ranked Respondent. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked Respondent will be terminated at the discretion of SJCSD and negotiations may commence with the second highest ranked Respondent. This process shall continue until a satisfactory contract is reached with one of the Respondents, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the Respondents, SJCSD reserves the right to acquire commodities and services specified in this solicitation from any Respondent of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.

11.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the proposal must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Respondent’s insurance provider must be rated A- or better by AM Best. If the Respondent's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if an award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Respondent must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that

## **RFP #2019-27 Schools Internal Accounts Auditing Services**

authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible Respondent. **Successful Respondent must list St. Johns County School Board as an additional insured.**

### **12.0 VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this RFP to accept payment from SJCSO on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by SJCSO.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

### **13.0 PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to SJCSO. A commitment, either written or verbal, from SJCSO employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by SJCSO to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with SJCSO can be found on the SJCSO web site, [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us) under the Purchasing Department.

Proposal Fee Schedule and Certification

| School Internal Accounts Audit |                     |                                     |                |                                     |                |                                     |                |
|--------------------------------|---------------------|-------------------------------------|----------------|-------------------------------------|----------------|-------------------------------------|----------------|
|                                |                     | Fiscal Year Ending<br>June 30, 2020 |                | Fiscal Year Ending<br>June 30, 2021 |                | Fiscal Year Ending<br>June 30, 2022 |                |
| School Level                   | Current<br>Quantity | Cost<br>per School                  | Annual<br>Cost | Cost<br>per School                  | Annual<br>Cost | Cost<br>per School                  | Annual<br>Cost |
| Elementary School              | 18                  | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| Middle School                  | 7                   | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| K-8 Academy                    | 6                   | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| High School                    | 7                   | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| Technical College              | 1                   | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| Alternative School             | 1                   | \$                                  | \$             | \$                                  | \$             | \$                                  | \$             |
| <b>TOTAL ANNUAL COST</b>       |                     |                                     |                |                                     |                |                                     |                |

| Additional Services |                     |                 |                     |
|---------------------|---------------------|-----------------|---------------------|
| Title/Specialty     | Hourly Billing Rate | Title/Specialty | Hourly Billing Rate |
| Paraprofessional    | \$ /hr              | Manager         | \$ /hr              |
| Junior              | \$ /hr              | Partner         | \$ /hr              |
| Senior              | \$ /hr              | Specialists     | \$ /hr              |

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

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

PROPOSER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: Entries must be completed in ink or typed. An original manual signature is required.



## ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM*

*Director of Purchasing*

January 6, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2019-27 Schools Internal Accounts Auditing Services.

The following is a list of questions that were asked along with the responses:

1. **Question:** Would you be able to provide what the fees were for the last year?

**Answer:** Fees for fiscal year ending June 30, 2019 were \$61,861.

Thank you for your continued participation in the RFP process.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Snodgrass".

Patrick Snodgrass  
Director of Purchasing