

Request for Proposals for Financial Audit RFP 2024-1

As required by section 218.391, Florida Statutes, Volusia County Educational Facilities Authority as a Special District of the State of Florida, must go through a formal solicitation process for auditor services by an independent certified public accountant.

Consider the authorization to request proposals for auditing services for a three (3) year period with two (2) options for one (1) year extensions.

**VOLUSIA COUNTY EDUCATIONAL FACILITIES AUTHORITY
REQUEST FOR PROPOSALS & DOCUMENTS**

VCEFA RFP NO: 2024-01

DATE: April 15, 2024

RFP HEADING: Annual Governmental Auditing Services

RFP DUE DATE: 12:00 p.m., noon, May 3, 2024

RFP OPENING: RFPs may be mailed, or hand delivered to the Volusia County Educational Facilities Authority, c/o Landis Graham French, P.A., 145 E. Rich Ave., Suite C, DeLand, Florida 32724. Facsimile (fax) or electronic submissions (email) will not be accepted. **Any RFPs received after the specified time and date of RFP opening will not be considered.** RFPs must be presented in a sealed envelope and identified with the following information in the lower left-hand corner:

RFP NO: 2024-1

OPENING DATE: 3:00 p.m., May 3, 2024

RFP HEADING: VCEFA Annual Governmental Auditing Services

ACCEPTABLE FORMAT: Vendors shall complete and return 7 copies of the entirety of this RFP Document, and attach 7 copies of all other information requested in this RFP document, plus one digital copy in PDF format.

VENDOR IDENTIFICATION

Company Name	Phone Number
E-mail Address	Contact Person

SPECIAL TERMS AND CONDITIONS**Purpose**

The purpose of this solicitation is to establish a contract for auditing services in conjunction with the Volusia County Educational Facilities Authority's (AUTHORITY) needs per Section 218.391, Florida Statutes. It is expected by the Authority that this contract will not exceed a value of \$25,000.00 per year.

Tentative Timeline for Respondents Information

<u>Date</u>	<u>Activity</u>
4/15/2024	Notice and Distribution of RFP open
4/26/2024	Deadline for Question/Clarifications
5/3/2024	Proposals due by 12:00 p.m., noon
5/3/2024-Board Meeting	Open proposals and Review of Responses 3:00 p.m. At the DeLand Hall Board Room, Stetson University, 503 N. Woodland Blvd., DeLand, FL 32723
Week of 5/___/2024 TBD	Interviews with Shortlisted Firms as required
Week of 5/___/2024 TBD	Contract Negotiations as required
5/___/2024 TBD	VCEFA Approval

Authority Representative

Edwin Channing Coolidge, Jr. Phone: (386) 734-3451
 Volusia County Educational Facilities Authority Fax: (386) 736-1350
 c/o Landis Graham French, P.A.
 145 E. Rich, Suite C
 DeLand, FL 32724 e-mail: ccoolidge@landispa.com

Questions concerning any portion of this solicitation shall be submitted in writing. No answers given in response shall be binding unless released in writing as an addendum.

Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the AUTHORITY. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendor's name and address.

- 1) The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal**. The **Technical Proposal** will contain all documents specified below under **Technical Proposal** of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. The technical proposal shall not include any pricing information.
- 2) The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal**. The Price Proposal will contain all documents specified below under **Cost Proposal** of this solicitation for inclusion in the price proposal.

Technical proposals will be evaluated on the following:

1. The audit firm is independent and licensed to practice in Florida.
2. Ability of proposed personnel and their experience. The firm's proposed professional personnel shall have received adequate continuing professional education within the preceding two (2) years, and the certified public accountant in charge of the audit to be performed must have completed within the immediate preceding two (2) years, at least twenty-four (24) hours of continuing professional educational programs that are approved by the State of Board of Accountancy, and are directly related to the governmental environment and to government auditing.
3. Ability to furnish the required services and direct relevant experience in auditing Florida governments.
4. The firm has no conflict of interest with regard to any other work performed by the firm for the AUTHORITY.
5. The firm submits a copy of its most recent external quality control review report and the firm has record of quality audit work.
6. The firm adheres to the instructions in this request for proposal on preparing and submitting its response.

7. Reports from direct and indirect references.
8. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.

Cost proposals will be evaluated, and an Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the AUTHORITY.

Price will not be the sole or predominant factor for consideration.

Technical Proposal Sections:

Proposals shall be organized into the following major sections:

Tab A. RFP Coversheet completed.

Tab B. Provide technical narrative detailing the firm's overall qualifications, professional and continuing education, experience, and ability to perform the required services on your firm's letterhead.

Tab C. Provide Completed Firm Profile Form and Team Composition (Attach resumes for key personnel)

Tab D. Provide Completed Similar Projects Form – Complete the form attached and make copies as needed to reference similar work effort performed by the vendor.

Tab E. Provide proof of license to practice in Florida.

Tab F. Provide a copy of the firm's most recent external quality control review report and the firm has record of quality audit work.

Tab G. Provide an affirmative statement that the firm is independent of Volusia County Educational Facilities Authority as defined by generally accepted auditing standards / the U.S. General Accounting Office's Government Auditing Standards.

Cost Proposal Sections:

Provide Completed Pricing/certifications/signatures.

Tab A. Pricing/Certifications/Signatures – Provide RFP Form of the proposal completed.

Tab B. Financial Stability - Provide information on the nature, magnitude and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative

agency has ruled for or against your organization in any matter related to you or your organization's professional activities.

Tab C. Other Information – Provide any information that will provide insight to the AUTHORITY about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Term of Contract

This contract shall commence on the first calendar day succeeding approval of the contract by the Volusia County Educational Facilities Authority Board of Trustees, or designee. The performance period of the contract shall remain in effect for thirty-six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Option to Renew

Prior to, or upon completion, of the initial term of this contract, the AUTHORITY shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions. Prior to completion of each exercised contract term, the AUTHORITY may consider an adjustment to price. It is the vendor's responsibility to request any pricing adjustment under this provision. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the AUTHORITY.

Payment

Final payment on behalf of the Volusia County Educational Facilities Authority by the participating universities will be made to the selected firm within thirty (30) working days after acceptance of all work by the Volusia County Educational Facilities Authority.

Additional Work

Although this solicitation and resultant contract identified specific services to be provided, it is hereby agreed and understood that additional work may be added to this contract at the option of the AUTHORITY. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract that offers the lowest acceptable pricing. The additional work shall be added to this contract by formal modification.

STATEMENT OF WORK

General Scope

The Volusia County Educational Facilities Authority desires to engage the professional services of an independent certified public accounting firm (licensed in the State of Florida, to perform the annual financial audit and prepare the appropriate state financial reports. The annual financial audit should be performed in accordance with the Florida *Rules of the Auditor General*, Chapter 10.550, *Local Governmental Entity Audits* effective 9/30/19, and *Florida Statutes* Chapter 189 and Chapter 9B- 50, *Florida Administrative Code* relating to Special Districts, as well as other applicable state, federal and special district reporting requirements not specifically mentioned herein.

The Auditor shall provide Governmental Auditing Services for Fiscal Years ending September 30, 2024, 2025, and 2026. The term of this Agreement may, by mutual consent of both parties evidenced in writing, be extended by twelve-months for up to *two* (2) additional fiscal years, for a cumulative total of five (5) consecutive fiscal years. The audit should be in accordance with auditing standards as generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

The Volusia County Educational Facilities Authority Board of Trustees desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The accounting firm staff must have recent experience in the auditing of local governmental entities. Such expertise, academic training and experience shall include, but not be limited to, auditing local governmental units in accordance with generally accepted auditing standards as set forth in the Government Accounting Standards, issued by the Comptroller General of the United States, and audit requirements for federal awards (Uniform Guidance), and the Florida Single Audit Act.

The staff of the accounting firm must be adequately trained in the concepts of generally accepted accounting principles and auditing standards as set forth by the American Institute of Certified Public Accountants. The firm should also have experience in achieving the Governmental Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

General Background Information

The Volusia County Educational Facilities Authority is a Dependent Special District of the County of Volusia created by the County by Ord. No. 73-3, § 1, dated 3-1-73, pursuant to the Higher Educational Facilities Authorities Law (the “Act”), Chapter 69-345, Laws of Florida, 1969 (Chapter 243, Florida Statutes), as revised and amended. The Authority’s purpose is to assist institutions for higher education within Volusia County in the construction, financing or refinancing of projects required or useful for the instruction of students or the operation of an institution of higher education. The AUTHORITY has no taxing power. Neither the State of Florida, Volusia

County nor other political subdivision of the State are in any way liable for payment of principal, interest or redemption premium on bonds or notes issued by the AUTHORITY. The AUTHORITY has no source of funds for the payment of bonds other than the obligations of the participating institutions under loan agreements and other funds pledge under the indentures, acting as conduit issuer. The AUTHORITY has no employees and has no component units.

The AUTHORITY does not pay administrative costs but passes them through proportionately to the participating universities. The Authority approves contracts for financial services, but the financial responsibility is born by the participating universities, payments are made from the universities themselves, consistent with the Loan Agreement from the bond issues with the universities and Florida Statute s. 243.22(14). The AUTHORITY's funds are proprietary funds and the AUTHORITY's effective revenue and expenditures are zero as administrative expenses are the responsibility of and paid by the participating universities. As of the beginning of the current, fiscal year [October 1, 2023 - ending September 30, 2024] there were five series of bonds outstanding involving Embry-Riddle Aeronautical University, Inc. and one series of bonds outstanding involving Stetson University, Inc. [Note that the consideration and process of issuance of an additional series of bonds involving Stetson University, Inc., is currently underway and is anticipated to be closed this fiscal year].

The Authority's accounts are organized on the basis of fund accounting, and its operations are recorded as business-type proprietary funds. Proprietary funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the authorizing statute is that the debt service and issuance costs of the bonds issued are recovered through payments made by benefiting institutions. Under the various bond indentures, all operating and administrative fees, including those for administration, legal and accounting services, are incurred on a pro-rata basis by each participating institution, which is fully responsible for payment of such expenses. The Authority's separate proprietary financial activities are reported in the Administrative Fund.

The Authority reports the following major proprietary funds:

The Administrative Fund accounts for the activities of the Authority's administration of the conduit debt obligations and its administrative expenses.

The Embry-Riddle Aeronautical University, Inc. Project 2015A Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Embry-Riddle Aeronautical University, Inc.

The Embry-Riddle Aeronautical University, Inc. Project 2015B Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Embry-Riddle Aeronautical University, Inc.

The Embry-Riddle Aeronautical University, Inc. Project 2015C Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Embry-Riddle Aeronautical University, Inc.

The Embry-Riddle Aeronautical University, Inc. Project 2017 Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Embry-Riddle Aeronautical University, Inc.

The Embry-Riddle Aeronautical University, Inc. Project 2020AB Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Embry-Riddle Aeronautical University, Inc.

The Stetson University, Inc. Project 2015 Fund accounts for the activities of the project participant's reporting and servicing of this conduit debt obligation, which is the sole responsibility of Stetson University, Inc.

The financial statements are prepared on the accrual basis. On the accrual basis, revenues are recorded when earned and expenses are recorded when related liabilities are incurred. The Authority's financial statements report the Authority's conduit debt obligations as liabilities on its balance sheet along with the related assets as allowed by Interpretation No. 2 of the Governmental Accounting Standards Board, Disclosure of Conduit Debt Obligations.

Amounts reported as operating revenues include: 1) collections from loan project participants received exclusively for the servicing of conduit debt obligation interest and fiscal charges, and 2) administrative charges to loan project participants for contract services provided by the Authority. Amounts reported as non-operating revenues include: 1) interest earned during the period from the investment of restricted bond funds.

Deposits and Investments. The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits and money market funds. All investment acquisition authority is based upon the requirements of each Project bond indenture.

Restricted Bond Fund Accounts. Under the Authority's various Project bond indentures, certain restricted accounts have been established for the purpose of maintaining mandatory debt service reserve funds and for the accumulation of the resources earmarked for the payment of mandatory scheduled debt service payments on outstanding obligations. All of the debt service reserve and bond fund accounts of the Authority are maintained by independent trustees under trust agreements.

Fair Value of Financial Instruments. The carrying amount reported in the statement of net position for cash and cash equivalents, loans receivable, and other payables approximates fair value because of the immediate or short-term maturity of these financial instruments.

Loans Receivable. The Authority's receivables include amounts due from the benefiting institutions for the repayments of current and future debt service payments on the related conduit debt obligations. No provision or estimates have been made for any uncollectible accounts based upon management's analysis of historical trends.

Revenue Bond Obligations. In the financial statements, long-term debt obligations are reported as liabilities in the statement of net position. Bonds payable are reported at their par amounts, since this represents the amounts that will ultimately be required to be paid for retirement of the outstanding principal balances. Therefore, no provision has been made to recognize any original issue premiums or discounts.

Risk Management. The Authority has no title to any existing real or tangible personal property, has no responsibility for the payment of any employee salaries, wages or related benefits, and has no involvement in any other direct financial activities. The Authority's financial activities consist

exclusively of those activities associated with reporting the changes in its various conduit debt obligations. The Authority has no capital assets, employees, or other financial activities that are exposed to any type of risk of loss that is necessary to be mitigated through the purchase of commercial insurance, participation in a public entity risk pool, or through risk retention.

The audit of the financial statements will consist of all books and records of the Volusia County Educational Facilities Authority, which shall include, but not be limited to, financial statements and general ledgers.

A copy of the Authority's prior year audited financial statements is available upon request.

Scope of Services

1. The audit shall be performed in compliance with the requirements of:
 - a. Section 218.32, 218.39, and 218.415 Florida Statutes
 - b. Chapter 189, Florida Statutes relating to Special Districts c. Chapter 9B-50, Florida Administrative Code
 - c. Florida Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits
 - d. Codification of Governmental Accounting and Financial Reporting Standards - Governmental Accounting Standards Board
2. All audit reports will be provided to the Board, Executive Director, and counsel to the Authority by the Auditor for inclusion in the Authority's financial statements.
3. The Independent Auditor's report shall contain an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
4. The Independent Auditor's report on compliance and other matters, and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
5. The auditor shall be required to make an immediate written report of irregularities, illegal acts or indications of illegal acts, if any, and immediately make the Executive Director and the counsel to the Authority, aware of same.
6. The auditor shall contact the participating universities and the AUTHORITY's Executive Director, so that there is sufficient time to prepare, to give written notice of what items the Auditor will need for the audit procedures in accordance with the presented schedule.
7. A Management Letter, to be issued by the Auditor to the AUTHORITY not later than January 4th of each year, as part of each year's *financial audit report, as required by Section 11.45, Florida Statutes. The Management Letter to be issued is as defined in Rule 10.554, Rules of the Auditor General for the State of Florida*, as may be amended.

8. An Independent Accountant's Report on *Compliance with Section 218.415 Florida Statutes* as required by *Section 10.556, Rules of the Auditor General*.
9. The deadline for the completion of the Audit, financial statements and the State Financial Report to the Members of the Board of the Volusia County Educational Facilities Authority shall be within four (4) months after close of the designated Fiscal Year. Due date is generally by January 4th, under requirements.
10. The auditor shall, as part of its services, make an in-person presentation of the Audit, financial statements and the State Financial Report to the Members of the Board of the Volusia County Educational Facilities Authority at its annual meeting in January and shall assist the Authority's officers and executive director in submitting reports as necessary to the Auditor General and through the AFR process.
11. The auditor shall, without charge, make available their workpapers to the AUTHORITY and to any federal or state agency upon request and in accordance with federal and state law regulations.
12. Other Services – The auditor will also assist in preparing the financial statements and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by the Authority. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. The auditor will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. The Auditor, may in its sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Records Retention

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after conclusion of the contract, or as required by law, unless the firm is notified in writing by the Volusia County Educational Facilities Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon request to: Federal and State cognizant agencies, successor auditors or other official designees of the Board.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Compensation

Annual Audit Fee. Fees for professional services will be billed directly to those participating institutions of higher education which have conduit debt obligations outstanding at the end of the fiscal year. Each institution's pro-rata portion of the billing will be determined to be equal to that percentage computed when dividing the amount of the institution's outstanding conduit debt obligations (the numerator) by the aggregate amount of all participating institutions' conduit debt

obligations outstanding during the fiscal year (the denominator). The invoices will be paid within thirty working days of receipt; provided, however, that all work has been performed according to specifications.

Fee for Additional Services. The AUTHORITY may, from time to time, require additional audit services, including Single Audit Services, which will be negotiated separately for each service, but will be based on an hourly rate schedule applicable to fiscal year 2024. Fees will remain the same each year unless otherwise agreed upon by both parties.

GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.

Authority: Shall refer to Volusia County Educational Facilities Authority

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Volusia County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal. **Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The AUTHORITY has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

The AUTHORITY gives Notice that Florida Statutes s. 287.05701 applies and provides that:

§ 287.05701. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term “awarding body” means:

(a) For state contracts, an agency or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)

(a) An awarding body may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

Proposer Qualification

It is the policy of the AUTHORITY to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. To be recommended for award the AUTHORITY requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment by participating Universities.
2. Disclosure of location of principal place of business.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Conflict of Interest
7. Debarment Disclosure Affidavit.
8. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

Public Entity Crimes

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

Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the Authority Representative identified in the solicitation no later than four (4) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the representative in writing and shall contain the requester's name, address, and telephone number. The AUTHORITY may issue

an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

Authority is Tax-Exempt

The AUTHORITY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The AUTHORITY will sign an exemption certificate if submitted by the contractor. Contractors doing business with the AUTHORITY are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall any contractor be authorized to use any of the AUTHORITY's Tax Exemptions in securing such materials.

Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the AUTHORITY in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

Cancellation of Solicitation

The AUTHORITY reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the AUTHORITY.

Award

The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the AUTHORITY with price, technical, and other applicable factors considered. The AUTHORITY reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The AUTHORITY shall be the sole judge of its best interest. It is anticipated that the proposals will be reviewed by the Board Members and the top three of each Member will be listed in order of first through third; each spot first through third shall be assigned the following values: first = 5 points; second = 3 points; and third = 1 point. *[TBD whether interviews will be done after ranking or automatic negotiation done based on ranking - The vendor's proposal with the highest number of points awarded will be awarded the contract, subject to satisfactory negotiation of contract terms by the Authority's Representative and Executive Director, and further subject to the Authority's reserved rights hereunder; if a contract cannot be negotiated in a reasonable amount of time with the vendor then the proposal shall be deemed rejected and the next highest rated vendor will be awarded and asked to negotiate in the same manner as the initial award.]* The Authority Board shall be the sole judge of the vendor proposal selection.

- A. When there are multiple line items in a solicitation, the AUTHORITY reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the AUTHORITY. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the AUTHORITY.
- B. The AUTHORITY reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the AUTHORITY's best interest to do so.
- C. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the AUTHORITY.
- D. The proposer's performance as a prime contractor or subcontractor on previous AUTHORITY contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- E. Any tie situations will be resolved at the discretion of the Authority Board.
- F. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- G. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth below: The only vendor that may protest the award of the contract for a solicitation is a vendor that made a submittal to the solicitation which was timely received by the Authority in accordance with the terms of the solicitation. Protests not timely made shall be barred. Formal written notice on vendor's company letterhead shall be received by the Executive Director of the Authority, c/o Landis Graham French, P.A., 145 E. Rich Ave., Suite C, DeLand, FL 32724, no later than five (5) business days from the date of the Authority Board's award decision. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County of Volusia holidays. All protest points / issues to be considered must be included and vendor will not be permitted to submit new issues or any additional points or amend protest points once the protest is submitted to the Executive Director of the Authority. A protest shall include all material details and documentation that vendor / bidder asserts supports the protest. The following shall not be the subject of a protest under this procedure: 1. Exceptions to scope of work or specifications in the solicitation document; and 2. Any allegations of misconduct or misrepresentation of another vendor in the solicitation process other than contained in such vendor's submittal.

The Executive Director of the Authority shall issue a written determination regarding the protest within a reasonable time. The vendor may appeal the determination by submitting a written protest to the Chairman of the Authority Board, c/o Landis Graham French, P.A., 145 E. Rich Ave., Suite C, DeLand, FL 32724 with a copy to the Executive Director of the Authority at the same address, within five (5) business days from the issuance of the written determination by the Executive Director of the Authority. The Chairman of the Board shall evaluate the vendor's written protest and issue a written decision within a reasonable time. For protest of solicitations valued \$25,000.00 or less, the Chairman of the Board's decision shall be final.

Laws, Rules, Regulations and Licenses

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the services specified in this solicitation.

Subcontracting

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the AUTHORITY. Subcontracting without the prior consent of the AUTHORITY may result in termination of the contract for default.

Assignment

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the AUTHORITY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

Responsibility as Employer

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the AUTHORITY, the contractor shall provide employee(s) capable of performing the work as required. The AUTHORITY may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

Indemnification

To the extent permitted by law, the vendor shall indemnify and hold harmless the AUTHORITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the AUTHORITY or its officers, employees, agents or instrumentalities judgments, and attorney's fees which may be incurred thereon.

Most Recent Auditor Contract

A copy of the Authority's most recent Auditor contract is available for review upon request.

RFP FORM

TO: Volusia County Educational Facilities Authority
Daytona Beach, Florida 32119

The undersigned hereby declare that we have carefully examined the specifications to provide **ANNUAL GOVERNMENTAL AUDITING SERVICES**, for which RFPs were advertised to be received on or before **May 3, 2024, at 12:00 p.m., noon.**

1. Fee to Provide Annual Auditing Services to include items indicated in specifications. Please attach an hourly rate sheet along with your proposal. Price will not be the sole or predominant factor in choosing an auditing firm.

FY 2024 \$ _____

FY 2025 \$ _____

FY 2026 \$ _____

2. Hourly Rates (which may be used to calculate additional work efforts that may be requested.)

1. Partner \$ _____ per hour

2. Manager \$ _____ per hour

3. Senior \$ _____ per hour

4. Clerical \$ _____ per hour

INDIVIDUAL) Strike out
PARTNERSHIP) words not
CORPORATION) applicable

Name of Firm _____

Authorized Agent _____
(Type name)

(Signature)

Title of Person Signing: _____
Address: _____

Date: _____

Telephone: _____

Fax: _____

E-Mail: _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever is applicable

Part I:

The firm must list below the dates of issue for each addendum received in connection with the RFP:

Addendum Number	Dated _____
Addendum Number	Dated _____
Addendum Number	Dated _____
Addendum Number	Dated _____
Addendum Number	Dated _____

Part II

☐ No Addendum was received in connection with this RFP

ADDITIONAL ATTACHMENTS

- ☐ Proof of License to practice in Florida
- ☐ Hourly rate schedule (which may be utilized to calculate additional work efforts that may be requested)

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Volusia County Educational Facilities Authority’s project that have been/are being accomplished by personnel that shall be assigned to the Volusia County Educational Facilities Authority’s project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name: _____

Entity Name: _____

Address: _____

Contact Person: _____

Title: _____ Telephone Number: _____

Completion Date (Actual or Estimated): _____

Project Cost: \$ _____

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.)

Firms personnel that worked on the stated project that will be assigned to the Authority’s project.

RFP PROFILE FORM AND TEAM COMPOSITION

1. Proposer's Name & Address_____

2. FEIN #_____3. Year Firm Was Established_____

4. Licensed to do business in the State of Florida? _____YES _____NO

5. Name, Title and Telephone Number of Principal to Contact:

6. Address of office to perform work, if different from Item #1:

7. Please list key personnel that your firm will commit to this Authority project and attach a copy of each key person's resume (please add additional pages if necessary):

The foregoing is a statement of facts.

Signature_____

Date:

(Typed or printed name)

(Title)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Drug-free Workplace Program Requirements: Pursuant to Section 287.087, Florida Statutes, whenever two or more RFPs which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

The undersigned hereby certifies that the business named below has implemented and maintains a Drug-free Workplace Program in compliance with the requirements of Section 287.087, Florida Statutes.

Entity Name: _____

Date: _____

Authorized Signature: _____

Printed Name: _____

Note: If your business meets the requirements of Section 287.087, Florida Statutes, complete this form.