FLORIDA KEYS COLLEGE CAMPUS FOUNDATION, INC

Request for Proposal
# 2011-01
Annual Financial Audit and Tax Services
Direct Support Organization
TABLE OF CONTENTS

SECTION ONE – INTRODUCTION
A. Intent and Purpose
B. Project Description
C. Florida Keys College Campus Foundation, Inc. Informational Facts

SECTION TWO – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS
A. Definitions
B. Point of Contact
C. Interpretation of Documents/Written Addenda
D. Delays
E. Proposal Withdrawn
F. Additional Information
G. Award/Contract
H. Termination
I. Proposal Preparation Costs
J. Accuracy of Proposal Information
K. News Releases
L. Public Entity Crimes
M. Acceptance/Rejection
N. Relationship of Parties
O. Personnel
P. Familiarity with Laws
Q. Equal Opportunity Statement
R. Drug/Alcohol Free Workplace
S. Taxes/Licenses/Permits
T. Audit
U. Protest
V. Disputes
W. Miscellaneous
X. Indemnification
Y. Oral Presentation
Z. Errors and Omissions
AA. Firm’s Responsibility
BB. Qualification Rejection
CC. Performance Inquiry
DD. Severability
EE. Successors and Assigns
FF. Termination

SECTION THREE – SPECIFICATIONS
A. Purpose/Requirements
B. Contract Period

SECTION FOUR – SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS
A. Instructions for Submittal of Responses
B. RFP Pertinent Dates
C. Screening Selection Process/Evaluation Criteria

SECTION ONE - INTRODUCTION

A. Intent and Purpose

The Florida Keys College Campus Foundation, Inc., the direct support organization of Florida Keys Community College, collectively hereinafter referred to as ‘College’, request competitive proposals from licensed and qualified public accounting firms whose principal officer(s) are independent Certified Public Accountant(s), to provide annual financial audit and tax services for the Direct Support Organization of Florida Keys Community College. The financial audit and tax services will be performed for the following Direct Support Organization: Florida Keys College Campus Foundation, Inc.

It is anticipated the financial audit and tax services will commence as follows:

Florida Keys College Campus Foundation, Inc.

- September 1, 2011 with audit to begin at FYE September 30, 2011.

It is anticipated that the contract(s) period shall be for two (2) years commencing on or about September 1, 2011. The College has the option to renew for two (2) additional two (2) year periods following satisfactory delivery of the services specified in the RFP, resulting contract(s), other identified documents (i.e. addenda, amendments) and shall be subject to the annual review and recommendation of each of the direct support organization’s Board of Directors.

Interested proposers must be licensed in the State of Florida and meet all other requirements as may be required by law. The public accounting firm must demonstrate relevant experience as later described in this Request for Proposal. The direct support organization will consider contracting separately with a public accounting firm(s) to provide annual financial audit/tax services as described herein.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. The College reserves the right, at its’ discretion, to waive any informality in the selection process and to reject any or all Statements of Proposal. In the event the College and top ranked firm cannot negotiate an acceptable contract, the College reserves the right to award a contract to the next most qualified ranked firm. The College reserves the right to award to more than one firm. The College reserves the right to add services during the contract period under the same terms and conditions of this agreement.

B. Project Description

Project: Florida Keys Community College Direct Support Organization:
Florida Keys College Campus Foundation, Inc.

Location: Florida Keys Community College
5901 College Rd.
Key West, FL 33040

Florida Keys College Campus Foundation, Inc. intend to establish a contract(s) for the purpose of providing financial audit and tax services for the financial records as described herein.
C. Florida Keys College Campus Foundation, Inc. Informational Facts

Florida Keys College Campus Foundation, Inc. was incorporated as a not-for-profit organization under the laws of the State of Florida on 05/10/10. The Financing Corporation is a direct support organization and a component unit of the College as defined by State of Florida Auditor General Rule 10.700 and Florida Statute 1004.70, thus subject to the actions of Florida Keys Community College’s District Board of Trustees. It is governed by its own District Board of Directors and is organized to; a) The purposes for which the Corporation is organized are to receive, invest and administer real and personal property including, but not limited to, the construction of College Dormitories for up to one hundred (100) beds; to make expenditures to or for the exclusive benefit of Florida Keys College Campus Foundation, Inc. and/or of Florida Keys Community College (the “College”); and to apply all property received, as well as the income it produces, exclusively for charitable, religious, scientific, literary and educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501 ©(3) of the Internal Revenue Code of 1986, of the corresponding provisions of any subsequent Federal tax laws.

SECTION TWO - GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Definitions

CONTRACTOR/VENDOR:
A company or person which is awarded the RFP/Contract(s)

EVALUATION TEAM:
Comprised of College staff; established to review and score the submittals in accordance with the criteria and make recommendation for award.

COLLEGE:
Florida Keys College Campus Foundation, Inc., a direct support organization of Florida Keys Community College; the “College”

PROPOSAL:
Proposals submitted in response to an RFP

PROPOSER:
An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide financial audit/tax services for direct support organizations of educational entities who submits a proposal

RFP:
Request for Proposal; a formal request soliciting proposals

DSO:
Direct Support Organization for the benefit of Florida Keys Community College

DSO Board of Directors:
B. **Point of Contact**

The College’s point of contact for all matters relating to this RFP is Tamrah Hill, Purchasing Coordinator. If there are any questions concerning the RFP, direct in writing, to Tamrah Hill VIA email tamrah.hill@fkcc.edu. **Neither questions nor answers will be provided via phone or in person.** The last day for questions will be the end of business (4:30 p.m. EST) on Wednesday, 06/15/11. Questions received after 06/15/11 cannot be responded to.

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

C. **Interpretation of Documents/Written Addenda**

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College’s point of contact (Section Two, Paragraph B). Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Procurement Office prior to the RFP submittal date, supplementing, modifying or interpreting any portion of this RFP and same will be posted on the College’s web site: [http://www.fkcc.edu/faculty-admin/purchasing-bids.da](http://www.fkcc.edu/faculty-admin/purchasing-bids.da). No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: [http://www.fkcc.edu/faculty-admin/purchasing-bids.da](http://www.fkcc.edu/faculty-admin/purchasing-bids.da). It is the sole responsibility of all prospective proposers to visit the website, prior to submitting their response, [http://www.fkcc.edu/faculty-admin/purchasing-bids.da](http://www.fkcc.edu/faculty-admin/purchasing-bids.da) to view the solicitation and download any or all issued addenda.

D. **Delays**

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College’s web site [http://www.fkcc.edu/faculty-admin/purchasing-bids.da](http://www.fkcc.edu/faculty-admin/purchasing-bids.da); it is the sole responsibility of interested firms to consistently monitor this site for changes. Failure to note changes posted on the web site will be the fault of the potential proposer and not the responsibility of the College.

E. **Proposal Withdrawn**

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

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

G. Award/Contract

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

The written responses are considered Phase I of the screening selection process with oral presentations considered Phase II of the screening selection process. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations. Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team’s work, reference checks and possible follow-up interviews. Administration reserves the right to ensure reference checks conducted internally and externally confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the DSOs Board of Directors and Florida Keys Community College District Board of Trustees, negotiations will commence with the most responsible and responsive Proposer for professional services at compensation which the College determines is fair, competitive and reasonable. Should the College be unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations must be formally terminated and the College can undertake negotiations with the second ranked firm, and so on, until a satisfactory contract is negotiated.

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

- Request for Proposal # 2011-01
- All addenda issued pursuant to the Request for Proposal # 2011-01 (if applicable)
- Proposer’s formal proposal to the Request for Proposal # 2011-01
- Contract(s) to include all clarifications and negotiated modifications to Proposer’s formal response

It is anticipated that the contract(s) period shall be for two (2) years commencing on or about September 1, 2011. The College has the option to renew for two (2) additional two (2) year periods following satisfactory delivery of the services specified in the RFP, resulting contract(s), other identified documents (i.e. addenda, amendments) and shall be subject to the annual review and recommendation of each of the direct support organization’s Board of Directors and Florida Keys Community College’s District Board of Trustees.

H. Termination

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

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

J. Accuracy of Proposal Information

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

K. News Releases

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

L. Public Entity Crimes

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

M. Acceptance/Rejection

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

N. Relationship of Parties

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

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

P. **Familiarity with Laws**

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

Q. **Equal Opportunity Statement**

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

R. **Drug/Alcohol Free Workplace**

The College believes in a drug free workplace and is committed through in-house policies to this objective.

S. **Taxes/Licenses/Permits**

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

T. **Audit**

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

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

Following Phase One and Phase Two (if applicable) of the Screening Selection Process and prior to the intended award being presented to the DSO Board of Directors (if applicable), it is the sole responsibility of all prospective proposers to visit the website [http://www.fkcc.edu/faculty-admin/purchasing-bids.da](http://www.fkcc.edu/faculty-admin/purchasing-bids.da) to view the intended award public posting. Failure to file a written protest to the Purchasing Coordinator within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

V. **Disputes**

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

W. **Miscellaneous**

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

The agreement shall be governed by the laws of the State of Florida.

X. **Indemnification**

To the fullest extent permitted by law, the firm shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the firm or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Y. **Oral Presentation**

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

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

**AA. Firm’s Responsibility**

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

**BB. Qualification Rejection**

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

**CC. Performance Inquiry**

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

**DD. Severability**

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

**EE. Successors and Assigns**

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

**FF. Termination**

A. Termination for Default:

The College may, by written notice to the Vendor, terminate this contract for default in whole or in part if the Vendor fails to:
1. Provide products or services that comply with the specifications herein or fails to meet the College’s performance standards;
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
3. Make progress so as to endanger performance of this contract; or,
4. Perform any of the other provisions of this contract.

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

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

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

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

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

SECTION THREE – SPECIFICATIONS

A. Purpose/Requirements

The purpose of this RFP is to obtain the services of a public accounting firm to provide the annual financial audit and tax services for the Florida Keys Community College Direct Support Organization as follows:

- Florida Keys College Campus Foundation, Inc., a direct support organization for fiscal years that end September 30, beginning with fiscal year ending October 1, 2011.
Preliminary financial statement audit drafts must be submitted to the College DSO’s by December 15 of each fiscal year audit. Draft audit reports shall be delivered to the College DSO’s Audit Committees by December 31 of each fiscal year audit. Final audit reports and any applicable reportable conditions/material weakness letters shall be delivered to the College DSO’s Board of Directors by December.

The College desires the audit firm(s) to express an opinion on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. To meet the requirements of this Request for Proposal, the audits shall be performed in accordance with auditing standards generally accepted in the United States as set forth by the American Institute of Certfied Public Accountants. Audits shall also include the standards for financial audits set forth by the U.S. General Accounting Office’s Governmental Auditing Standards, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, the provisions set forth by the Internal Revenue Service with respect to not-for-profit organizations, as well as the laws and standards prescribed by the State of Florida and its Treasurer.

Following the completion of the audits, the firm(s) shall issue the following reports:

1. Report on the fair presentation of the financial position, results of operations, and cash flows or changes in financial positions in accordance with U.S. generally accepted accounting principles;
2. Report on Florida Single Audit, when applicable;
3. Reportable conditions/material weakness letter, if applicable; and
4. Tax filings (i.e. Federal Form 990)

All working papers and reports must be retained, at the auditing firm’s expense, for a minimum of seven (7) years, unless the firm is notified in writing by the College of the need to extend the retention period. The audit firm(s) will be required to make working papers available upon request by the College. Reports, documents and working papers will only be released with specific written permission and direction from the College. In addition, the firm(s) shall respond to reasonable inquiries of successor firms and allow successor audit firms to review working papers relating to matters of continuing accounting significance.

The College DSO accounting staff and responsible management personnel will be available during the audits to assist the selected firm by providing information, documentation and explanations. College DSO accounting staff will prepare statements and schedules for the firm wherever possible and appropriate. The College DSO staff will provide the firm with reasonable workspace, desks and chairs. The firm will also be provided with reasonable access to telephone lines, photocopying facilities and Fax machines. Report preparation, editing and printing shall be the responsibility of the selected firm.

B. Contract Period

It is anticipated that the contract(s) period shall be for two (2) years commencing on or about September 1, 2011. The College has the option to renew for two (2) additional two (2) year periods following satisfactory delivery of the services specified in the RFP, resulting contract(s), other identified documents (i.e. addenda, amendments) and shall be subject to the annual review and recommendation of each of the direct support organization’s Board of Directors.

SECTION FOUR - SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS

A. Instructions for Submittal of Responses

If there are any questions concerning the RFP, direct in writing, to the Purchasing Coordinator, Tamrah Hill, Florida Keys Community College VIA email tamrah.hill@fkcc.edu. Neither questions nor answers will be provided verbally.
Submit to: Florida Keys Community College
          ATTN: Tamrah Hill,
               5901 College Rd.
               Key West, Florida  33040
               (Phone) 305-809-3222

Proposal must arrive at the address listed above no later than 2:00 P.M. Eastern Standard Time on Tuesday, July 15, 2011 to be considered. Proposals received after 2:00 P.M. EST on 07/15/11 will NOT be considered. In addition, proposals received via Facsimile will NOT be considered. If not responding to the RFP, please submit a “No Response” in the form of a letter to the Purchasing Coordinator. One (1) original and six (6) copies of the proposal must be furnished on or before the stipulated deadline complete with supporting documentation in a sealed, opaque envelope/container marked as noted below:

Proposer’s Name
Return Address
RFP # 2011-01 Annual Financial Audit and Tax Services
Due Date and Time

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

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

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

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Ads Submitted to Publications</td>
<td>Wednesday, May 18, 2011</td>
</tr>
<tr>
<td>Legal Ads to be advertised</td>
<td>Sunday, May 22, 2011</td>
</tr>
<tr>
<td></td>
<td>Sunday, May 29, 2011</td>
</tr>
<tr>
<td></td>
<td>Sunday, June 5, 2011</td>
</tr>
<tr>
<td>RFP Submittal</td>
<td>Friday, July 15, 2011 2:00 P.M. Eastern Standard Time</td>
</tr>
<tr>
<td></td>
<td>Florida Keys Community College, ATTN: Tamrah Hill</td>
</tr>
<tr>
<td></td>
<td>Building A, Room A-130 5901 College Rd.</td>
</tr>
<tr>
<td></td>
<td>Key West, Florida 33040</td>
</tr>
<tr>
<td>Proposal Opening</td>
<td>Friday July 15, 2011 3:00 P.M.</td>
</tr>
<tr>
<td></td>
<td>Board Room</td>
</tr>
<tr>
<td>Recommendation for intended award</td>
<td>to be posted on purchasing website:</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.fkcc.edu/faculty-admin/purchasing-bids.da">http://www.fkcc.edu/faculty-admin/purchasing-bids.da</a></td>
</tr>
</tbody>
</table>

C. Screening Selection Process/Evaluation Criteria

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE ONE (1):

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

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

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

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

**TAB ONE: Professional Qualifications / Project Staffing (0-35 Points)**

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

1. Firm name and address
2. Name, title, email address, telephone/fax number of Principal to contact
3. Address of office to perform work
4. Brief resume of key persons, specialists and individual consultants anticipated for this project:
   a) Name/title
   b) Project assignment
   c) Name of firm with which associated
   d) Years experience with current firm and years experience with other firms
   e) Years experience of key personnel with non-profit auditing and tax services
   f) Education (degree(s), specialization)
   g) Active registrations (year first registered, discipline)
   h) Indicate how the quality of staff over the term of the contract would be assured
   i) Other experience and qualifications that may be relevant to the project
5. Describe the Proposer’s range of activities performed by the local office such as auditing and review, accounting and compilation, payroll and tax, and/or management services
6. Provide the name of the external quality control review organization of which the Proposer is a member and the Proposer’s length of membership; also, state the review organization’s planned frequency of peer reviews
7. Submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific non-profit/government engagements
8. Provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years
9. Provide documentation of insurance coverage maintained by the proposer evidencing Professional Liability, Workers Compensation, General Liability and Automobile Liability.

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

**TAB TWO: Personnel Capabilities/References (0-5 Points)**

Provide evidence of the firm’s credentials from the State’s Department of State and a listing of the firm’s personnel to respond to and fulfill the needs of Florida Keys Community College for the contracted services on an annual and/or “as needed” basis throughout the term of the contract.

For the firm’s office (staff) that will be assigned responsibility for the audit and tax services, list at least three (3) engagements performed in the last five (5) years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.
TAB THREE: Methodology (0-40 Points)

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

1. Proposer’s understanding of the service(s) to be provided;
2. Provide a definition of the term “generally accepted government auditing standards” with clear distinctions between these standards and “generally accepted auditing standards for nongovernmental engagements”;
3. Proposed software applications to be utilized in the audit preparations;
4. Proposer’s approach to an annual financial audit, including methodology, nature, timing and extent of audit procedures to be performed;
5. Proposer shall estimate budgeted hours, time lines and sequence for audit procedures;
6. Include a proposed schedule for the audit containing the following milestones (a) interim work plan (b) detailed audit plan (c) fieldwork (d) draft reports;
7. Include in a work plan how the firm will achieve audit efficiency through risk-based auditing and through the application of technology to the engagement; discuss process by which the firm will communicate issues with College management and audit entities;
8. Describe the level of assistance that will be expected from the College or the Collegiate School entity;
9. Describe how Proposer meets the independence standards of Government Auditing Standards, United States General Accounting Office (GAO); including, but not limited to, direct and indirect financial interest, and the relationship of the proposed audit team to employees of the audit entity and any of the Florida Keys Community College District Board of Trustees;
10. Project plan and any other pertinent information.

TAB FOUR: Price Proposal (0-15 Points)

Price proposal submitted should contain all pricing information relative to performing the required services as described in this RFP. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

Submitted price proposal should include:

a) A not-to-exceed cost of services being offered for the audits and tax services of each fiscal year;
b) Number of hours estimated to complete the required services; hours should be broken down by partner, manager, supervisor, senior staff accountants, etc.; furnish standard billing rates for each of these classes;
c) Estimate of any other costs such as mileage, travel, clerical and/or secretarial time, etc;
d) College DSO entities will be billed actual hours if less than quoted in the “not-to-exceed” price proposal.

Submit pricing for the DSO entity beginning as follows and include fees for the initial term and for each of the optional two year renewal terms:

1. Florida Keys College Campus Foundation, Inc. beginning with the fiscal year ending September 30, 2011.

NOTE: Compensation will not be the sole or predominant factor used to evaluate and award the proposal.

TAB FIVE: Required Documentation/Forms (0-5 Points)
A. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification. IRS Form W-9 can be found at the following website: http://www.fkcc.edu/faculty-admin/purchasing-bids.da

B. The prospective company must submit a properly executed Form “PUR 7068”. Form “PUR 7068” can be found at the following website: http://www.fkcc.edu/faculty-admin/purchasing-bids.da

C. The prospective company must submit a properly executed “Drug Free Workplace Form”. The form can be found at the following website: http://www.fkcc.edu/faculty-admin/purchasing-bids.da .

D. The prospective company must submit a properly executed “Conflict of Interest Disclosure Form”. The form can be found at the following website: http://www.fkcc.edu/faculty-admin/purchasing-bids.da .

E. Additionally, provide a brief statement of explanation of all past (within past three years), present and pending claims (criminal and civil), lawsuits, judgments and/or insurance claims for errors and/or omissions filed by or against any firm or any principal or individual employed by any firm to be assigned to the current service to be provided.

F. Provide documentation of all licenses required by the State of Florida to perform the duties required by the services to be provided with an affirmative statement indicating the accounting firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE TWO (2):

A public presentation (interview) will be conducted with the highest ranked short listed firms as a result of Phase One (1) of the screening selection process. The Purchasing Coordinator will notify the short listed firms of the time allotted for their public presentation (interview) as well as the evaluation criteria to be used in the evaluation of the presentations. The College reserves the right to select a vendor based on the written responses only and not conduct Phase II oral presentations. The evaluation team will meet in a Phase II public evaluation meeting(s) (if applicable) and evaluate the presentations based on the evaluation criteria to be determined for Phase II of the screening selection process. Evaluation team members will individually assign Phase II written evaluation points for each criterion. In Phase II of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each Proposer’s public presentation (interview). All of the evaluation team members’ individual maximum points per Proposer will be totaled and an average score will be calculated. Based on the average calculated score, the Proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.

Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team’s work, reference checks and possible follow-up interviews. Reference checks conducted internally and externally shall confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award(s) by the DSO’s Board of Directors, if applicable, negotiations will commence with the most responsible and responsive Proposer(s) for professional services at compensation which the College determines is fair, competitive and reasonable.

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

INTENDED AWARD POSTING
Following Phase One and Phase Two (if applicable) of the Screening Selection Process, it is the sole responsibility of all prospective proposers to visit the website http://www.fkcc.edu/faculty-admin/purchasing-bids.da to view the intended award public posting.