

**REQUEST FOR PROPOSAL**

**RFP #837**

**FOR**

**THE FLORIDA LEGISLATURE**

**AUDIT SERVICES**

Proposals to be opened by the

Florida Legislature  
Office of Legislative Services  
Purchasing Office  
111 West Madison Street, Room 604, (850) 488-2322  
Tallahassee, Florida 32399-1400

**at 3:00 P.M., March 28, 2007**

**NAME OF PROPOSER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**(Authorized Officer)**

\_\_\_\_\_  
**(Printed or typed name)**

**F.E.I.D.** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TELEPHONE NUMBER** ( \_\_\_\_\_ ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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# **SECTION 1: GENERAL INFORMATION**

## **1.1 INTRODUCTION**

The Office of Legislative Services of the Florida Legislature (hereinafter referred to as OLS), intends to obtain competitive sealed proposals for audit services for the Florida Legislature as described in the Scope of Services, Section 3. of this RFP.

## **1.2 OBJECTIVE**

The objective of this RFP is to enter into a contract for auditing services as specified in Section 3. of this RFP for the Florida Legislature.

For fiscal year 2005-2006, \$48,356 was expended for the audit of the Florida Legislature. A total of 476 hours was billed by the auditing firm. For fiscal year 2004-2005, \$46,478 was expended for the audit of the Florida Legislature. A total of 399 hours was billed by the auditing firm.

The figures above are for the Florida Legislature consisting of the Florida Senate, Florida House of Representatives, Office of Legislative Services, Office of Legislative Information Technology Services, Office of Economic and Demographic Research, Commission on Administration of Justice in Capital Cases, Joint Administrative Procedures Committee, Legislative Committee on Intergovernmental Relations, Commission on Ethics, Public Counsel, LAS/PBS, Legislative Branch Lobbyist Registration, Executive Branch Lobbyist Registration, Technology Review Workgroup, Office of the Auditor General, Office of Program Policy Analysis and Government Accountability, Joint Legislative Auditing Committee, Florida Energy Commission, Legislative Research Center and Museum, and any other statutory committees whose financial statements are prepared by the Office of Legislative Services.

The Florida Legislature will cooperate fully with the Contractor in providing any data that is maintained by the Legislature which is necessary for the Contractor to perform assigned tasks.

## **1.3 QUESTIONS/INQUIRIES**

Questions for additional information or clarification may be submitted in writing (by mail, hand-delivery, email to [bullock.sandra@leg.state.fl.us](mailto:bullock.sandra@leg.state.fl.us) or by FAX to 850/414-1909) and received no later than **March 7, 2007**.

All questions should be addressed as follows:

### **QUESTIONS RFP #837 AUDIT SERVICES**

Written responses to all questions will be posted on the website at [www.leg.state.fl.us/RFP837](http://www.leg.state.fl.us/RFP837) on the date listed in the Schedule of Events, Section 1.7.

## **1.4 SUBMISSION OF PROPOSALS**

Sealed proposals are to be submitted to the Office of Legislative Services (OLS) Purchasing Office, Room 604, Pepper Building, 111 W. Madison St., Tallahassee, FL 32399-1400 on **March 28, 2007, by 3:00 P.M.**

All proposals shall be submitted on forms furnished herein and as required by Section 4. below. Proposals shall be properly executed in the name of and by the person, firm, or corporation submitting the proposal.

Proposals shall be returned in a sealed envelope indicating the date, time of proposal opening, proposal title, and proposal number.

Proposals must be submitted in two **separate** sealed parts: a **Technical Proposal** and a **Cost Proposal**, due on **March 28, 2007, at 3:00 p.m.**

Proposal packages must be boxed or sealed and identified as follows:

Name of Proposer: (Your Company's Name and any subcontracting entity)

Type of Proposal: (Technical Proposal or Cost Proposal)

RFP #837, Audit Services

**The Technical Proposal must not contain any Cost information.**

It shall be the sole responsibility of the proposer to see that his or her proposal is received at the proper location on or before the stated time of proposal opening. All proposals received after that time shall be returned unopened.

Note: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide goods or services for a period of 36 months from the date of being placed on the convicted vendor list.

## **1.5 OPENING OF PROPOSALS**

Sealed proposals will be opened by the OLS Purchasing Office of the Florida Legislature in Room 604, Pepper Building, 111 West Madison Street, Tallahassee, FL 32399-1400 at **3:00 PM, March 28, 2007**. All proposals are subject to the conditions specified herein.

**The Florida Legislature reserves the right to waive any minor irregularities or technicalities in any proposals received, to cancel any request or reject any or all proposals in whole or in part, with or without cause, to solicit new proposals or to accept the proposal which, in its judgment, will be in the best interest of the Florida Legislature.**

## **1.6 RFP COORDINATOR**

All Proposer communications concerning this RFP, including but not limited to the "QUESTION/INQUIRIES", must be directed to the RFP Coordinator of the OLS Purchasing Office listed below. Unauthorized contact regarding this RFP with other Legislative employees may result in disqualification. Any oral communications will be considered unofficial and non-binding to the Legislature. Proposers should reply only in writing (mail, hand-delivered, email or fax) to the following:

Sandra Bullock  
Office of Legislative Services  
Purchasing Office  
Room 604, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1400  
FAX (850) 414-1909  
[bullock.sandra@leg.state.fl.us](mailto:bullock.sandra@leg.state.fl.us)

## **1.7 SCHEDULE OF EVENTS**

Issuance of RFP	February 28, 2007
Last date to submit written questions	March 7, 2007
Written responses to all questions posted on website at <a href="http://www.leg.state.fl.us/RFP837">www.leg.state.fl.us/RFP837</a> (on or about)	March 14, 2007
Proposals due by 3:00 p.m. for opening (FAX OR EMAIL <b>NOT</b> ACCEPTABLE)	March 28, 2007
Anticipated evaluation of proposals completed	April 11, 2007
Anticipated selection of top proposer	April 24, 2007
Contract negotiated and executed by the parties (on or about)	May 3, 2007

Special Accommodation: Any person requiring a special accommodation because of disability should call the Purchasing Office at 850/488-2322 at least five (5) work days prior to the proposal opening date. If you are hearing or speech impaired, please contact the Purchasing Office by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).

## **1.8 CONTRACT AWARD AND TERM**

The contract award will consist of this RFP, any addenda, and the successful Proposer's response to this RFP, the purchase order, and such other terms and conditions agreed between the parties that may be necessary to the Legislature.

This three year award covers the reports outlined for the fiscal years ending on June 30, 2007, June 30, 2008, and June 30, 2009. In addition the successful Proposer may be engaged for additional years, subject to a satisfactory negotiation of fees and determination of the scope of the work to be performed during the extended period, and provided the parties reach agreement.

The Legislature anticipates that the initial term of this contract shall be from the effective date until April 30, 2010.

## **1.9 CONTRACT CANCELLATION**

This award may be canceled by the Legislature with 30 days advance written notice to the successful Proposer(s). In the event an award is terminated by such notice from the Legislature, the successful Proposer(s) shall be paid for services provided through the date of termination. Notice shall be sufficient if it is delivered personally or mailed by certified mail to the successful Proposer(s).

## **1.10 WARRANTIES**

The successful Proposer(s) represents that it is professionally qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the required audit services. The following are warranty certification requirements which shall be certified in writing in the Administrative Documents Required (Section 4.2). If the Proposer cannot so certify to any of the following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so within the Administrative Documents Required.

- 1.10.1 The successful Proposer(s) or any other organization associated with this RFP is currently or will be registered with the State of Florida, Department of State, Division of Corporations, prior to the contract award.
- 1.10.2 The Proposer or any other organization associated with the RFP is not currently under suspension or debarment by the State or any other governmental authority.
- 1.10.3 To the best knowledge of the person signing the Proposal, the proposer, its affiliates, subsidiaries, directors, officers, employees of any other organization associated with this RFP are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- 1.10.4 To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- 1.10.5 To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 1.10.6 To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

1.10.7 To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, subsidiaries, directors, officers or any other organization associated with this RFP, the contractor is licensed by the Board of Accountancy of the State of Florida pursuant to Section 473.3101, Florida Statutes, and all applicable rules of the State Board of Accountancy to engage in the practice of public accountancy within the State of Florida and that it will remain so licensed during the term of this Contract.

The Legislature represents that it has a need for the audit services specified in this RFP and is authorized to acquire them from the successful Proposer(s).

### **1.11 AVAILABILITY OF FUNDS**

The performance of the Legislature under any awards from this RFP shall be subject to and contingent upon the availability of funds lawfully appropriated by the Legislature and applicable for the purpose of such awards.

### **1.12 PAYMENT TERMS**

The Contractor shall receive payments based on progress reports showing the work actually accomplished as a result of the RFP. Payment will be made after receipt of a correct invoice and approval by OLS. The invoice(s) shall be paid pursuant to the terms of Policy 2.151, Joint Policies and Procedures of the Presiding Officers.

### **1.13 INSURANCE**

The successful Proposer(s) shall not commence any work in connection with an award until they have obtained all of the appropriate insurance coverages to adequately protect the Legislature from any and all liability and property damage hazards which may result in the performance of an award. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer providing such insurance. Upon request, the successful Proposer(s) shall furnish the Legislature an insurance certificate which will evidence that all of the appropriate coverages are fully in effect.

### **1.14 INDEMNIFICATION**

The successful Proposer shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Legislature and its officers, agents and employees from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the successful Proposer, its agents, employees, partners or subcontractors; provided however, that the successful Proposer shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Legislature.

The successful Proposer's obligations under the preceding paragraph with respect to any legal action are contingent upon the Legislature's giving the successful Proposer (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the

successful Proposer's sole expense, and (3) assistance in defending the action at the successful Proposer's sole expense.

### **1.15 LIMITATION OF PROPOSER'S LIABILITY**

Except as specified in the foregoing section 1.14, for all other claims against the successful Proposer under any award from this RFP, and regardless of the basis on which the claim is made, the successful Proposer's liability for direct damages shall be limited to the annual value of the proposer's total proposal under this RFP. No party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the successful Proposer, retain such monies from amounts due to the successful Proposer as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature may set off any liability or other obligation of the successful Proposer under any contract with the Legislature.

### **1.16 PROHIBITION AGAINST ASSIGNMENT**

An award of this RFP is for auditing services to be provided by the successful Proposer(s). The award may not be assigned by the successful Proposer(s) in whole or in part, unless specified otherwise in this RFP. The successful Proposer will agree that its performance of any other services during the term of this award or future awards shall not interfere with the faithful and timely performance of this award.

### **1.17 COLLUSION**

Proposal-rigging is a crime. The Florida Antitrust Act and the Sherman Antitrust Act prohibit agreements among actual or potential competitors as to which firm will win a contract put out for proposal. The antitrust laws also prohibit other forms of price-fixing, including agreements and conspiracies among actual or potential competitors with the purpose or effect of raising, fixing, pegging, or stabilizing prices, or allocating (dividing) geographic markets or contracts. Any suspicion of anticompetitive conduct in connection with this proposal should be reported to the State of Florida's Office of the Attorney General, Antitrust Section.

Please complete the enclosed *Non-Collusion Statement (Attachment A)* and enclose with your RFP package.

### **1.18 DISCLOSURE INFORMATION**

Please complete the enclosed *Disclosure Information Form (Attachment B)* and enclose with your RFP package.

### **1.19 CONSULTANT REVIEW**

The Legislature reserves the right to share with any consultant of its choosing this RFP and proposal responses received in order to secure a second opinion.

## **1.20 WAIVERS**

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

## **1.21 COST OF PROPOSAL PREPARATION**

The cost of preparing the Proposal is the sole responsibility of the Proposer, whether or not any award results from this solicitation.

## **1.22 SUBCONTRACTORS OR THIRD PARTY VENDORS**

The contractor will be responsible for all costs to subcontractors or third party vendors contracted for services by the Proposer. The contractor is prohibited from outsourcing offshore any work associated with this audit services contract or using offshore contractor(s) for any services associated with this audit services contract.

## **1.23 RESOLUTION OF DISPUTES**

Any disputes between the contractor and the Legislature as to the application, meaning, or interpretation of any part of an award as a result of this Request for Proposal shall be resolved in Leon County, Florida, by application of Florida law.

## **SECTION 2: TECHNICAL REQUIREMENTS**

Auditing Services sought by this RFP may include, but shall not be limited to:

1. Performance in accordance with Generally Accepted Auditing Standards accepted in the United States of America, Government Auditing Standards, issued by the Comptroller of the United States, and where appropriate, Public Law 98-502, United States Code, the "Single Audit Act" of 1984, and Office of Management and Budget Circular A-128.
2. The audit report shall contain a positive statement that the financial report and other information filed with the State Comptroller pursuant to Section 216.102(1), Florida Statutes, is in agreement with the annual financial audit report for the same period and, if not, specify any significant differences.
3. The audit report shall contain comments on improvements that can be made in the efficiency of operations.
4. The audit report shall contain a written statement of explanation or rebuttal concerning all of the findings, including therein corrective action to be taken to preclude a reoccurrence of all adverse findings.
5. The successful proposer will assist OLS to determine financial statements, notes to the financial statements, and such other data to be determined are developed in a proper form and content to facilitate the preparation of the State of Florida's Financial Statements.
6. The successful proposer may be required to appear before various committees of the Legislature to make oral presentations of the completed reports.

## **SECTION 3: SCOPE OF SERVICES**

Auditing Services sought by this RFP may include, but not be limited to:

- 1.** The contractor shall conduct an examination of the financial statements of the Florida Legislature consisting of the Florida Senate, Florida House of Representatives, Office of Legislative Services, Office of Legislative Information Technology Services, Office of Economic and Demographic Research, Commission on Administration of Justice in Capital Cases, Joint Administrative Procedures Committee, Legislative Committee on Intergovernmental Relations, Commission on Ethics, Public Counsel, LAS/PBS, Legislative Branch Lobbyist Registration, Executive Branch Lobbyist Registration and Technology Review Workgroup and the Office of the Auditor General, Office of Program Policy Analysis and Government Accountability, Joint Legislative Auditing Committee, Florida Energy Commission, Legislative Research Center and Museum, and any other statutory committees whose financial statements are prepared by the Legislature for the fiscal years ended June 30, 2007, June 30, 2008, and June 30, 2009.
- 2.** The contractor shall conduct the examination of the financial statements of the Legislature in accordance with auditing standards generally accepted in the United States of America, all applicable provisions of Chapter 11, Florida Statutes, and the standards applicable to financial audits issued by the Comptroller General of the United States.
- 3.** The contractor shall conduct the examination for the purpose of expressing its opinion on whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information for the Florida Legislature, as of June 30, 20X1, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.
- 4.** As a part of its examination, the contractor must obtain a sufficient understanding of the entity and its environment, including its internal control, to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures.
- 5.** The establishment and maintenance of internal control is an important responsibility of management. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors and irregularities or illegal acts. As part of the contractor's review of the Legislature's internal control, the contractor will inform management of weaknesses that it believes should be corrected, and recommendations in this respect.
- 6.** The Legislature's financial statements shall be prepared in conformance with accounting principles generally accepted in the United States of America.
- 7.** The contractor shall provide 25 copies of its audit report on the financial statements each year and deliver those copies to the Legislature on or before December 15, 2007, December 15, 2008, and December 15, 2009.

## **SECTION 4: REQUIRED PROPOSAL DOCUMENTATION**

### **4.1 ECONOMY OF PRESENTATION**

The proposal shall be prepared simply and economically, providing straightforward, concise delineation of Proposer's capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained herein.

### **4.2 ADMINISTRATIVE DOCUMENTS REQUIRED**

The following administrative items shall be included in the proposal:

Completed Proposer's Information Coversheet (page 1) of the RFP;

Certifications of Warranties (see Section 1.10)

Non-Collusion Statement (Attachment A, see Section 1.17)

Disclosure Information (Attachment B, see Section 1.18)

Any Addenda Document(s) to the RFP

### **4.3 PROPOSAL FORMAT REQUIRED**

Proposals in response to this RFP will provide the following information and comply with the following format in order to be considered responsive:

- a) Submit one original version, six copies and one CD-Rom copy of your **Technical Proposal and Cost Proposal**. The original proposal shall contain the original manual signature of the individual authorized by your organization to sign proposals and therefore bind the organization. Failure to include the signed original, six copies and one CD-Rom copy may be grounds for rejection of the proposal without further evaluation.
- b) All of your **Proposals** (hardcopy format and CD-Rom copy) shall be placed into an envelope or sealed box and clearly marked with the vendor's name, type of proposal (Technical Proposal or Cost Proposal) RFP #837, Audit Services, and due date on the front of the envelope or sealed box.
- c) Your response shall include the information and required submittals described in the **TECHNICAL PROPOSAL CONTENT**, Section 4.4 and numbered, with all information appearing behind the appropriate tab.
- d) Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- e) All information and required submittals requested **SHALL BE** in hardcopy form and on the CD-Rom copy and included in the proposal. Proposals shall not refer to electronic media such as a website, compact disks, or tapes in order to obtain the required information or submittals.
- f) Information submitted that is not requested may be considered to be supplemental, not subject to evaluation by the evaluation team.

- g) In the event there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, you must provide information following the numbered tab, telling the evaluator where the information can be found in your response.

#### **4.4 TECHNICAL PROPOSAL CONTENT**

The technical proposal shall consist of:

A transmittal letter in the form of a standard business letter, signed by an individual authorized to legally bind the proposer and containing a statement certifying that no cost or pricing information has been included as part of the technical proposal.

**Tab 1:** A completed and signed Proposer's Information Coversheet (Page 1) of the RFP and any addenda issued. These documents must be signed by an individual (contact name and title of the individual) responsible for the organization's proposal and authorized to negotiate for your organization during this RFP process, including binding signature authority.

**Tab 2:** A one or two page executive summary of your proposal, including a brief description of your organization.

#### **POINTS AVAILABLE**

#### **Tab 3: Corporate Qualifications**

**0 – 20 Points**

Tab 3 of the proposer's technical proposal shall be entitled **Corporate Qualifications**. It shall provide a description of the proposer's qualifications and prior experience performing tasks similar to those required in this RFP. The proposal shall include a description of the proposer's background and relevant experience that qualifies the proposer to provide the services required by this RFP. The proposer shall document how long it has been providing similar services and details of the proposer's experience relevant to the services required by this RFP.

The proposer shall describe its size and structure, including the size of the governmental audit staff, personnel resources, methods of operation and location of the office from which the work on this project is to be performed.

The proposer shall describe its expertise in governmental auditing and comment on your participation in associations.

The proposer shall provide a copy of the most recent AICPA Quality Review, if applicable, with a statement whether that quality control review included a review of specific government projects.

The proposer shall provide information on the results of any federal or state desk reviews or field reviews of audits during the past three (3) years. In addition, the proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against it during the past three (3) years with the State of Florida regulatory bodies or professional organizations.

**Tab 4: Management Plan/Audit Approach**

**0 – 20 Points**

Tab 4 of the technical proposal shall provide the following:

1. a description of the proposer’s understanding of the audit entity and the services required in the RFP.
2. a description of the proposer’s approach to the audit.
3. a description of how the proposer will develop audit plans and the areas you think will require special attention.
4. a description of the proposer’s computer audit expertise and how it will be utilized.
5. a description of the proposer’s approach in preparing management letters.

**Tab 5: Professional Staff and Experience**

**0 – 20 Points**

Tab 5 of the technical proposal shall identify the following and provide a one-page personnel resume for each of the staff assigned describing their roles and experience:

Partner \_\_\_\_\_

Manager \_\_\_\_\_

**NOTE:** No partner or manager assigned to the audit may be substituted without the consent of OLS. Reason for substitution, along with resumes describing roles and experience, shall be provided to OLS. Substitution shall not be unreasonably denied.

Certified Public Accountant \_\_\_\_\_

Staff Auditors: \_\_\_\_\_

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

I hereby certify that the above named Certified Public Accountant assigned to this project complies with continuing professional education requirements of the Florida Board of Accountancy and Government Auditing Standards and the above named staff auditors assigned above to this project meet continuing professional education requirements of the Florida Board of Accountancy or, as appropriate, Government Auditing Standards.

Authorized Signature \_\_\_\_\_

**Tab 6: References**

**0 – 10 Points**

Tab 6 shall include completion of the enclosed **REFERENCES** sheet of the performing office’s present governmental audit clients describing the types of services performed and the number of years you have served each client. A responsive proposal must include **three (3)** client references which may be contacted to confirm information provided. **A LETTER OF REFERENCE/RECOMMENDATION PREPARED BY THE CLIENT WITH EACH REFERENCE SHEET MUST BE PROVIDED.**

**4.5 COST PROPOSAL CONTENTS**

**0 – 30 Points**

The cost proposal shall consist of “**COST PROPOSAL**” pages 19 and 20 of this RFP.

The proposer shall submit a **SEPARATE SEALED ENVELOPE** clearly identified as **COST PROPOSAL. FAILURE TO OBSERVE THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION.**

Points for cost will be determined by taking the lowest proposal cost response and dividing that cost by proposer’s cost, then multiplying by the maximum number of points for this section (30). The proposal with the lowest cost will receive the maximum number of points for the category.

$$\frac{\text{Lowest Proposal's Cost}}{\text{Proposer's Cost}} \times 30 = \text{Points awarded for proposer's proposal}$$

**Example Only:**

$$\frac{\$36,000.00}{\$45,000.00} \times 30 = 24 \text{ Points Awarded}$$

**SECTION 5: EVALUATION**

**5.1 OVERVIEW**

The Purchasing Office will review all proposals submitted to ensure that each Proposer has met all requirements and met the minimum qualifications as stated in the RFP. A Proposer who does not meet all the requirements as determined by the Evaluation Team will be eliminated from further consideration.

The Evaluation Team will rate the technical proposals based upon previously established fair and objective criteria from this RFP.

Based upon the results of its ratings, the Evaluation Team will submit the top Proposer for approval to begin negotiation(s) of a contract.

**5.2 PROPOSAL EVALUATION CRITERIA**

The Proposal Evaluation Criteria and points available are as follows:

<b><u>Criteria</u></b>	<b><u>Points Available</u></b>
------------------------	--------------------------------

Each proposal should include the following information (specified in Section 4) upon which evaluation and scoring will occur as follows:

- |                                      |                  |
|--------------------------------------|------------------|
| 1. Corporate Qualifications          | <b>20 points</b> |
| 2. Management Plan/Audit Approach    | <b>20 points</b> |
| 3. Professional Staff and Experience | <b>20 points</b> |
| 4. References                        | <b>10 points</b> |

A maximum number of **10 points** will be awarded for each client reference, which must include three (3), within the following range:

- 10 – Exceptional, would choose again
- 5 – Satisfactory, would not choose again
- 0 – Dissatisfied with performance

The three (3) client references on each proposer will be totaled and then averaged for a maximum of 10 points.

- |         |                  |
|---------|------------------|
| 5. Cost | <b>30 points</b> |
|---------|------------------|

**MAXIMUM TOTAL POINTS = 100**

**5.3 EVALUATION OF PROPOSAL**

Proposals will be eligible for a maximum of 100 points distributed among the above areas (1-5) as shown. The highest ranked Proposer will be submitted for approval to begin negotiations of a contract.

**5.4 SELECTION OF SUCCESSFUL PROPOSER AND CONTRACT AWARD**

The award shall be made to the responsive and responsible Proposer whose written proposal is determined to be the most advantageous to the Legislature, taking into account all evaluation factors set forth in this RFP, subject to the Legislature and such Proposer’s ability to agree and enter into a contract. Contract negotiations will be held with the Proposer to arrive at a final agreement incorporating this RFP, any addenda, and the successful Proposer’s response to this RFP, the purchase order, and such other terms and conditions as may be required by the Legislature. If, however, the parties do not come to an agreement the Legislature will then begin negotiations with the next highest ranked Proposer.

**ATTACHMENT A**

**NON-COLLUSION STATEMENT**

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Request for Proposal including, but not limited to, certification requirements. In submitting a response to an agency of the State of Florida, the organization offers and agrees that, upon acceptance, the organization is deemed to have sold, assigned, and transferred to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida relating to the particular commodities or services which may be purchased or acquired by the State of Florida or political subdivision thereof.

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Officer)

Signature: \_\_\_\_\_  
(Printed or typed name)

RFP No.:837: \_\_\_\_\_

Proposer: \_\_\_\_\_

**ATTACHMENT B**

**THE FLORIDA LEGISLATURE  
DISCLOSURE INFORMATION**

Upon reasonable inquiry, the organization discloses, on the lines below:

1. That the following identified owner, officer, director, employee, agent or lobbyist is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving this contract, representing the interests of the organization regarding this contract, or doing the work covered under this contract.
  
2. That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the organization.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

If none, check here \_\_\_\_\_

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_  
(Manual)

By: \_\_\_\_\_  
(Typed)

Title or Position: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

RFP No.: 837 \_\_\_\_\_

Proposer: \_\_\_\_\_

**ATTACHMENT C**

**REFERENCES (3)**

Proposer: \_\_\_\_\_

Name of Reference: \_\_\_\_\_

Type of Services: \_\_\_\_\_

\_\_\_\_\_

\$ Amount of Contract: \_\_\_\_\_

Quality of Work Performed: \_\_\_\_\_

Proposer's Ability to Meet Contracted Time Frames: \_\_\_\_\_

\_\_\_\_\_

Proposer's Response to Special Requests: \_\_\_\_\_

\_\_\_\_\_

Contact Person and Telephone Number to answer additional questions, if necessary: \_\_\_\_\_

\_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please make additional copies to provide a total of three (3) written client references.**

RFP No.:837: \_\_\_\_\_

Proposer: \_\_\_\_\_

# RFP 837

## COST PROPOSAL

Cost Proposal must be enclosed in a sealed envelope separate from all other information.

(Reference Section 4.5)

### Year 1

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Partner	\$ _____/hr.
Manager	\$ _____/hr.
Certified Public Accountant	\$ _____/hr.
Other Staff:	
_____	\$ _____/hr.
_____	\$ _____/hr.
_____	\$ _____/hr.
<b>Year 1 Total Cost</b>	\$ _____

### Year 2

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Partner	\$ _____/hr.
Manager	\$ _____/hr.
Certified Public Accountant	\$ _____/hr.
Other Staff:	
_____	\$ _____/hr.
_____	\$ _____/hr.
_____	\$ _____/hr.
<b>Year 2 Total Cost</b>	\$ _____

**Year 3**

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATE</u></b>
<b>Partner</b>	\$ _____/hr.
<b>Manager</b>	\$ _____/hr.
<b>Certified Public Accountant</b>	\$ _____/hr.
<b>Other Staff:</b>	
_____	\$ _____/hr.
_____	\$ _____/hr.
_____	\$ _____/hr.
<b>Year 3 Total Cost</b>	\$ _____
<b>TOTAL NOT TO EXCEED 3 Years (BASIS OF AWARD)</b>	\$ _____*

\*Total amount for performing the audit services and issuing the audit report for three years. This figure shall be the maximum amount to be charged by your firm regardless of the number of hours required to perform the services.

For fiscal year 2005-2006, \$48,356 was expended for the audit of the Florida Legislature. A total of 476 hours was billed by the auditing firm. For fiscal year 2004-2005, \$46,478 was expended for the audit of the Florida Legislature. A total of 399 hours was billed by the auditing firm.

RFP No.:837: \_\_\_\_\_

Proposer: \_\_\_\_\_