

1.1 DEFINITIONS

Addenda: A written change to a solicitation.

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 which award has been made.

County: Shall refer to Lake 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 County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

1.2 INSTRUCTIONS TO PROPOSERS**A Proposer Qualification**

It is the policy of the County 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. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
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. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

B 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.

C. Request for Additional Information

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal closing date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.
2. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to proposal closing, which changes, adds to, 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. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A proposal may also be withdrawn ninety (90) days after the proposal has been opened and prior to award, by submitting a letter to the designated procurement representative identified on the front cover of this solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the

vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act.
2. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

1.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

1.5 AWARD

- A. 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 County with price, technical, and other applicable factors considered. The County 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 County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County 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 County. 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 County.
- C. The County 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 County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity

employing the most personnel residing within the County.

- G. 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.

1.6 CONTRACT EXTENSION

- A. The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s).
- C. Exercise of the above options requires the prior approval of the County's Director of Procurement Services.

1.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

1.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall be County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

1.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

1.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

1.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so via written notice to the Director of the Procurement Services Department within the period that the contract award recommendation is posted on the County's procurement website. It is incumbent upon the vendor to be aware of the posting of the award recommendation. Any protest received after the actual contract award date may be rejected.

1.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

1.14 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 County.

1.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

1.16 RESPONSIBILITY AS EMPLOYER

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

1.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County 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 County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

1.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

1.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

1.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.25 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 closing date in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records

Act.

1.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

1.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer, and also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

1.28 COUNTY IS TAX-EXEMPT

The County 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 County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

1.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

1.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall

have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

1.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

1.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

1.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

1.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

1.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

Section 2.1: Purpose

The purpose of this solicitation is to establish a contract for auditing services in conjunction with the County's needs. The County intends to contract with one (1) principal auditor.

Section 2.1.1 Tentative Timeline for RFP

Date	Activity
March 7, 2007	Advertising & Publishing RFP
March 21, 2007	Pre-Proposal Conference
March 23, 2007	Deadline for Question/Clarifications
April 4, 2007	Proposals due in Purchasing by 3:00 p.m.
Week of April 9, 2007	Evaluation of Responses
Week of April 16, 2007	Presentations with Shortlisted Firms
Week of April 23, 2007	Contract Negotiations as required
May 22, 2007	Recommendation to Board for Award of Contract

Section 2.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the pre-bid/ proposal meeting and at least seven (7) days before the closing date.

Susan Dugan, CPPB, Contracting Officer
 Lake County BCC
 Office of Procurement Services
 315 W. Main Street, Room 416
 PO BOX 7800
 Tavares, FL 32778-7800

Phone: 352.343.9839
 Fax: 352.343.9473,
 E-mail: sdugan@co.lake.fl.us

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

Section 2.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. The following represent the principal selection criteria that will be considered during the evaluation process:

1. The audit firm is independent and licensed to practice in Florida.
2. The audit firm's 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 Board of Accountancy, and are directly related to the governmental environment and to government auditing.

3. Ability to provide required services
4. The firm has no conflict of interest with regard to any other work performed by the firm for the County.
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. Proposed costs / fee schedule.
9. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
10. Other relevant criteria.

The County reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

Section 2.4: Pre-Proposal Conference / Site Visits

A pre-proposal (for RFP actions) conference will be held on March 21, 2007 at 10:00 a.m. in the Lake County Board of County Commissioners Chambers, located at 315 West Main Street, 2nd Floor, Tavares, Florida 32778 to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 2.5 Contract Term

This contract shall commence on the first calendar day succeeding approval of the contract by the Board of County Commissioners, or designee. The performance period of the contract shall remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Section 2.6: Option to Renew for four (4) Additional Twelve (12) Month Periods (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional twelve (12) month periods on a year-by-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on the changes to the applicable CPI. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment shall be based in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted in effect on June 1st, or five percent (5%), whichever is less. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 2.7: Method of Payment

The County shall provide periodic payments for services rendered by the vendor as specified below. Periodic progress billings shall be submitted as work progresses, but, not more often than monthly subject to the "not-to-exceed" values specified below. Any bill received by the 10th day of any month will be paid during that month.

For each fiscal year, payments shall not exceed:

- By October 1, 30% of the total fees,
- By November 1st, 50% of the total fees,
- By December 1st, 70% of the total fees,
- By January 1st, 90% of the total fees.

There shall be held back from the total payment the sum of 10% of the total payment each year until the audit is accepted by the County.

Billing for additional work efforts performed on an hourly basis (Item 6 on Fee Schedule) may be submitted on a monthly basis within the "not-to-exceed" value specifically negotiated for the specific work effort.

In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County

department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and type of service. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Chapter 218, part VII, Florida Statutes.

Section 2.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract.

Such policies of insurance shall insure the vendor in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	\$300,000

Automobile liability insurance, including owned, non-owned, and hire d autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000 (per accident)

Property Damage

\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The contractor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The County 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 vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

Section 2.9: Bonding Requirements

Not Applicable

Section 2.10: Delivery Requirements

Each of the following is expected to be completed by the auditor no later than the dates indicated, unless the Board of County Commissioners or Constitutional Officers do not have the required information available:

Interim work: planning and interim work should begin by June 30

Detailed audit plan: The auditor should provide the County and Constitutional Officers a list of schedules to be prepared by the County by September 30

Fieldwork: The Constitutional Officers' books will be closed by November 1 of each year. The Board of County Commissioners' books will be closed by December 1 of each year. Fieldwork for the Constitutional Officers should be completed by December 1, except for the Tax Collector, which will be completed by December 15 and by January 31 for the Board of County Commissioners.

Draft Reports: The auditors will draft the financial statements for the Sheriff, Tax Collector, and Property Appraiser. These drafts need to be provided to the Clerk's office by December 15 in order for the County Finance Department to draft the CAFR. Drafts of the reports and management letter comments should be given to all the Constitutional Officers by December 15 and to the Board of County Commissioners by January 31.

Final Reports: The auditor shall furnish the final audit reports to the Constitutional Officers by December 31 and to the Board of County Commissioners by February 28.

Section 2.11: Acceptance of Services

All invoices are subject to review and approval by the County Finance Department.

Section 2.12: Warranty Requirements

Not Applicable

Section 2.13.1: Preparation of Solicitation/Submission of Response

2.13.1 Delivery of Solicitation Responses

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 2.13.2: Completion Requirements for a Request for Proposal (RFP)

The original proposal and seven (7) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Responses shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify and describe an audit approach that will meet the request for proposal requirements.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling: All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Submittal:

The proposal shall be returned in its entirety with the following items completed and attached as described below:

1. Completed RFP Cover Sheet
2. Provide technical narrative detailing the firm's overall qualifications, professional and continuing education, experience, and ability to per the required services.
3. Completed Section 4 - Pricing/Certifications/Signatures
 - a. Fee Schedule
 - b. Acknowledgement of Addenda
 - c. Bidder Profile Form (Attach resumes for key personnel)
 - d. Similar Projects Form – Complete the form attached and make copies as needed to reference similar work effort performed by the vendor.
4. Proof of license to practice in Florida
5. A copy of its most recent external quality control review report and the firm has record of quality audit work
6. Provide an affirmative statement that it is independent of Lake County as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The firm should provide an affirmative statement that it is independent of all of the component units of Lake County as defined by those same standards.

The firm should list and describe the firm's (or proposed subcontractors') professional relationships involving Lake County or any of its agencies or component unit agencies for the past five (5) years, together with a statement of explaining why any such relationships do not constitute a conflict of interest relative to performing the audit.

7. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
8. 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 you or your organization in any matter related to you or your organization's professional activities.
9. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.

2.14 Additional Work

Although this solicitation and resultant contract identifies 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 County. 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.

Section 3.1 Statement of Work

Provide an audit of the County's Comprehensive Annual Financial Report which includes the Board of County Commissioners, Clerk, Supervisor of Elections, Tax Collector, Property Appraiser and Sheriff as required by Florida Statutes. 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 Board of County Commissioners desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor is not required to audit the combining and individual fund financial statements and schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. The auditor is not required to audit the schedule of federal and state financial assistance. However, the auditor is to provide an "in relation to" report on that schedule based on the auditing procedures applied during the audit of the financial statements. The Board of County Commissioners desires the auditor, when requested, to express an opinion in conformity with generally accepted auditing standards on specified elements, accounts, or items. The auditor is not required to audit the statistical section of the report, the management discussion and analysis or the transmittal letter.

Section 3.1.1 Overview

Lake County is a political subdivision of the State of Florida pursuant to Article VIII, Section (1), Constitution of the State of Florida. The Board of County Commissioners, (The "Board") is the legislative and governing body of Lake County. There are five elected commissioners, and additionally five elected constitutional officers of Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court. The Clerk of the Circuit Court also serves as accountant for the Board, auditor and custodian of the county funds. Commissioners and all constitutional officers are elected by countywide vote to serve four-year terms. The offices of the Property Appraiser, Tax Collector and the majority of the Clerk's Office are funded by fees. The Board funds the Offices of the Sheriff, Supervisor of Elections, and the Clerk to Board functions by operating transfers.

The Board funds a portion, or in certain instances all, of the operating budgets of the County's Constitutional Officers. The payments by the Board to fund the operations of the Constitutional Officers are recorded as "Transfers Out" on the financial statements of the Board and as "Transfers In" on the financial statements of the Constitutional Officers. Florida Statutes require

the applicable budget excess of the Constitutional Officers to be returned to the Board at the close of the fiscal year. Accordingly, such amounts are recorded as "Transfers Out" by the Constitutional Officers and "Transfers In" by the Board.

Lake County, with an area of 1,156 square miles is a statutory county established under the Constitution and Laws of the State of Florida. The County (population 277,035) provides a full range of countywide services including tax assessments and collections, state and county courts, elections, county recorder, public safety, physical environment, economic environment, transportation, human services and culture/recreation. In addition, municipal services are provided to the unincorporated areas of the County within the Municipal Services Taxing District.

The County Manager serves as the Board appointed chief executive officer and the Board designated budget officer. The Budget Office is responsible for the preparation of the annual budget.

Section 3.1.2 Background Information

The tabulation of the separate Lake County payrolls, employees and departments for the fiscal year ended September 30, 2006 is as follows:

Constitutional Officers	Payrolls	Employees
Board of County Commissioners	\$30,272,821	833
Clerk of the Circuit Court	\$7,413,378	219
Tax Collector	\$2,974,932	63
Property Appraiser	\$1,990,882	36
Sheriff	\$39,196,150	638
Supervisor of Elections	\$771,361	14

The accounting and financial reporting functions of Lake County are decentralized with each constitutional officer maintaining separate accounting systems and budgets except for the Supervisor of Elections whose books are maintained by the Clerk’s Office.

More detailed information on the government and its finances can be found in the County’s Budget and the Comprehensive Annual Financial Report(CAFR). This information can be found at the following URLs:

Budget - http://www.lakecountyfl.gov/departments/budget/fiscal_year_2007

CAFR - http://www.lakecountyclerk.org/forms/2005_CAFR

The 2006 CAFR will be on our the above noted website after March 31, 2007.

3.1.3 Fund Structure

Lake County used the following fund types in its financial reporting, which includes component units:

<u>Fund Type</u>	<u>Number of individual Accounts</u>
General Fund	1
Special revenue funds	29
Debt service funds	2
Capital projects funds	2
Enterprise funds	1
Internal service funds	3
Agency funds	18

The general funds of the constitutional officers are combined with the Board and presented as one general fund in the CAFR. The fund totals above includes funds maintained by the Board, Clerk, Sheriff and Tax Collector.

3.1.4 Budgetary Basis of Accounting

The Board of County Commissioners prepares its budgets according to Chapter 129, Florida Statutes. The budgets of all governmental funds are accounted for on the modified accrual basis of accounting, which is consistent with generally accepted accounting principles. The budgets for proprietary funds are also accounted for on the modified accrual basis of accounting, which excludes depreciation expense and recognizes purchases of fixed assets and principal repayment of debt as expenditures among other differences. Consequently, proprietary fund budgets are not on a basis consistent with generally accepted accounting principles.

3.1.5 Federal and State Financial Assistance

During the fiscal year ended September 30, 2006, the County received federal and state financial assistance under the following programs:

<u>Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA / CSFA</u>	<u>Pass-Through / State Contract Number</u>	<u>Amount of Expenditures</u>
U S Department of Agriculture:			
Indirect:			
Florida Department of Agriculture			
Volunteer Firefighters Assistance Grant	10.664	None	\$ 6,690
Florida Department of Banking and Finance			
Federal Forestry Shared Revenue	10.666	None	121,318
Total U S Department of Agriculture			128,008

SECTION 3 – STATEMENT OF WORK

RFP Number: 07-0044

U S Department of Housing and Urban Development:

Direct:

Community Development Block Grant (B-06-UC-12-0015)	14.218	N/A	727,710
Section 8 Housing (County Voucher FL 106 VO)	14.871	N/A	2,682,254

Total U S Department of Housing and Urban Development **3,409,964**

U S Department of Interior

Direct:

Payments in Lieu of Taxes	15.226	N/A	17,074
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Total U S Department of Interior **17,074**

U S Department of Justice

Direct:

Byrne Justice Assistance Grant	16.579	2005-DJ-BX-1098	88,200
State Criminal Alien Assistance Program (SCAAP)	16.606	N/A	61,813
Gang Resistance Education and Training - GREAT	16.737	2004-JV-FX-0192	3,401
Gang Resistance Education and Training - GREAT	16.737	2006-JV-FX-0064	4,120

Indirect:

Florida Department of Law Enforcement:

Byrne Formula Grant - School Resource Deputy	16.579	2006-JAGC-LAKE-1-M8-194	41,324
Byrne Formula Grant - Technology Improvement Program	16.579	2006-JAGC-LAKE-4-M8-203	14,430
Orange County Sheriffs Office - COPS/More	16.710	ORI#FL04800	697,125

Total U S Department of Justice **910,413**

U S Department of Transportation

Indirect:

Florida Department of Transportation:

Highway Planning and Safety - LAP SR 19 Landscaping	20.205	ANP47	136,973
Highway Planning and Safety - So. Lake Trail Ph II	20.205	AO125	1,553,516
Highway Planning and Safety - CR 48 Paved Shoulders	20.205	ANV98	495,785
Highway Planning and Safety - CR 561 Paved Shoulders	20.205	AO005	34,974
Highway Planning and Safety	20.205	ANY04	5,982
Capital Assistance Program for Elderly Persons	20.513	AL863	53,829
5311 Operating Grant	20.509	AM732	192,377

Total U S Department of Transportation **2,473,436**

General Services Administration

Indirect:

SECTION 3 – STATEMENT OF WORK

RFP Number: 07-0044

Florida Department of State			
Voting Systems Assistance Funds	39.011	N/A	451,538
Voter Education Funds	39.011	N/A	46,966
Total General Services Administration			498,504
Office of Library Services			
Indirect:			
Florida Department of State Division of Library and Info Services			
Patron Self Checkout Project	45.310	05-LSTA-F-04	67,500
Total Office of Library Services			67,500
Department of Education			
Indirect:			
Florida Department of Law Enforcement			
Drug Free Communities - Teen Court Program	84.186	2005-DFC-LAKE-1-N8-044	38,013
Drug Free Communities - Peers Making Peace	84.186	2006-DFC-LAKE-1-Q3-016	7,603
Total Department of Education			45,616
Election Assistance Commission			
Indirect:			
Florida Department of State Division of Elections			
Poll Worker Recruitment and Training Funds	90.401	N/A	46,966
Total Election Assistance Commission			46,966
Department of Health and Human Services:			
Direct:			
Healthy Communities Access Program	93.252	G92OA03735-01-00	654,995
Indirect:			
Florida Department of Revenue:			
Child Support Enforcement	93.563	CC335	244,202
Florida Department of State			
Voting Accessibility for Individuals with Disabilities	93.617	N/A	20,832
Total Department of Health and Human Services			920,029
Corporation for National and Community Service			
Indirect:			
Volunteer Florida			
Disaster Volunteer Management	94.002	N/A	7,264
Total Corporation for National and Community Service			7,264

SECTION 3 – STATEMENT OF WORK

RFP Number: 07-0044

Department of Homeland Security

Direct:

Assistance to Firefighters	97.044	EMW-2005-FG-15835	39,001
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Indirect:

Florida Department of Community Affairs

St. Domestic Preparedness Equipment Support	97.004	05-DS-2N-06-45-01-067	89,015
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Urban Areas Securities Initiative	97.008	05-DS-2M-06-58-02-114	129,961
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Statewide Mutual Aid Agreement-DR1602	97.036	None	16,176
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Statewide Mutual Aid Agreement-DR1609	97.036	None	10,116
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Statewide Mutual Aid Agreement-DR1595	97.036	None	2,177
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Disaster Relief Funding - Frances FEMA-DR-1545-FL	97.036	05-PA-G%-06-45-01-926	73,510
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Emergency Management Performance Grant (State and Local)	97.042	06BG-04-06-45-01-089	30,136
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Homeland Security Grant Program	97.067	06-DS-3W-06-45-01	38,162
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Florida Department of Law Enforcement

St. Domestic Preparedness Equipment Support	97.004	2006-SHSP-LAKE-1-N9-053	24,959
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Florida Department of Financial Services

State Homeland Security Program	97.073	N/A	16,732
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Total Department of Homeland Security			469,945
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Total Expenditures of Federal Awards			\$ 8,994,719
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Florida Department of Agriculture and Consumer Affairs

Mosquito Control (Waste Tire and State Aid)	42.003	None	44,735
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Total Florida Department of Agriculture and Consumer Affairs			44,735
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Florida Department of State

Local Arts	45.005	06-8002	6,456
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Florida Arts License Plates Program	45.013	None	12,467
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State Aid FY04	45.030	04-ST-25	21,187
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State Aid FY05	45.030	05-ST-26	35,246
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State Aid FY06	45.030	06-ST-26	235,508
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Total Florida Department of State			310,864
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Florida Department of Education

VSA Arts of Florida	48.000	N/A	1,500
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Total Florida Department of Education			1,500
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SECTION 3 – STATEMENT OF WORK

RFP Number: 07-0044

Florida Department of Community Affairs

Emergency Management Preparedness And Assistance Grant Program	52.008	06BG-04-06-45-01-089	102,959
Hazardous Materials Hazards Analysis	52.023	06-CP-11-06-45-01-204	11,668
Growth Management Implementation - School Concurrency Program	52.033	06-DR-73-06-45-01-020	53,858

Total Florida Department of Community Affairs			168,485
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Florida Housing Finance Corporation

Affordable Housing (SHIP)	52.901	None	1,271,607
Hurricane Housing Recovery Program	52.902	None	139,865

Total Florida Housing Finance Corporation			1,411,472
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Florida Department of Transportation

Commission for the Transportation Disadvantaged Trip and Equipment Grant	55.001	AN934	56,284
Commission for the Transportation Disadvantaged Trip and Equipment Grant	55.001	ANN01	48,834
Commission for the Transportation Disadvantaged Trip and Equipment Grant	55.001	AOG05	121,669
Commission for the Transportation Disadvantaged Trip and Equipment Grant	55.001	AO176	391,240
Transportation Outreach	55.022	AL765	294,880

Total Florida Department of Transportation			912,907
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Florida Department of Health

County Grant	64.005	C5-035	49,102
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Total Florida Department of Health			49,102
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Florida Department of Law Enforcement

Drug Control/Money Laundering Investigation Matching Funds	71.005	N/A	12,526
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Total Florida Department of Law Enforcement			12,526
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Total Expenditures of State Financial Assistance			\$ 2,911,591
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3.1.6 Pension Plan

Lake County participates in the Florida Retirement System, a defined benefit, cost-sharing multiple-employer public retirement system, which is controlled by the State legislature and administered by the State Division of Retirement. All full-time employees of Lake County are covered. Actuarial services for these plans are provided by the State of Florida.

3.1.7 Reporting Entity

The Lake County primary government includes the Board of County Commissioners, Clerk of the Circuit Court, Tax Collector, Property Appraiser, Sheriff, and Supervisor of Elections and is defined for financial reporting purposes, in conformity with the GASB Statement 14 as amended by GASB Statement 39. Accordingly, GASB Statement 14 requires the financial statements to include the primary government and its component units, entities for which the government is considered to be financially accountable. Blended component units of the County include various special revenue funds. The only discretely presented component unit is the Industrial Development Authority which generally has no income or expenses and is disclosed in the notes to the financial statements.

3.1.8 Joint Ventures

The County has two (2) joint ventures: one is the District Five Medical Examiner and the other is Lake-Sumter Emergency Medical Services. The details of these joint ventures are detailed in the notes to the financial statements of the CAFR. The accounting for these joint ventures is handled by the Clerk's Office. The Clerk's office prepares separate financial statements for these entities which are audited by our external auditor. The audit of these entities is also a part of this request for proposals.

3.1.9 Availability of Prior Audit Reports

Interested firms who wish to review prior years' audit reports and management letters may contact the Purchasing Department, 315 West Main Street, Suite 416, Tavares, Florida 32778 or visit our website at [http://www.lakecountyclerk.org/departments/Board Accounting](http://www.lakecountyclerk.org/departments/Board%20Accounting).

3.1.10 Computer Systems for Financial Reporting

Board/Clerk of the Circuit Court/Supervisor of Elections			
Hardware			
Type of Equipment	Number	Make of Equipment	Networked
Financial System Application Server	6	Dell 2850	Yes
Financial System Database Server	2	Dell 6850	Yes
Financial System Web Server	2	Dell 2850	Yes
Financial System Domain Controller	2	Dell 2850	Yes
Approximate PC's (Finance)	35	Gateway	Yes
MICR Encoded Printer	1	HP 4350dtn	Yes
Courts Application and Database	2	Dell 2950	Yes
Official Records Appl. And Database	2	Dell 2850	Yes
Approximate PC's (Court and OR)	20	Gateway	Yes
Web Server	2	Dell 2850	Yes
Board Cashiering Application Server	6	Dell/HP	Yes
Approximate PC's (Board Cashiering)	30	HP	Yes
Software			
Vendor		Major Application	
Munis		General Ledger	
Munis		Payroll / Personnel	
Munis		Purchasing / Accounts Payable	
FASGOV		Fixed Assets (Tangible Personal Property)	
CourtView		Court System Cashiering	
New Vision		Official Records Cashiering	
Perconti		Board Cashiering System	

Tax Collector (Main Office– tax functions only)			
Hardware			
Type of Equipment	Number	Make of Equipment	Networked?
File Server	13	Dell	Yes
Workstations	16	Various	Yes
Printers	17	HP/Dell	Yes
Software			
Vendor		Major Applications	
Fundware		Accounting/Payroll/Personnel	
Microsoft Office		Office Productivity Suite	
Microsoft XPO Professional		Workstation Operating System	
Microsoft Server		Server Operating System	
Microsoft Exchange		Email	
Microsoft SQL		Data Base	
Manatron		Tax Collection	
Oracle		Tax Database	
FRIS		Tag Database-State proprietor	
Tax Collector (Branch Offices tax and tag function)			
Hardware			
Type of Equipment	Number	Make of Equipment	Networked?
Workstations	56	HP/Compaq	Yes
Printers	65	Samsung	Yes
Printers	56	Datamax	No
Printers	6	Verifone	Yes

Property Appraiser			
Hardware			
Type of Equipment	Number	Make of Equipment	Networked?
Personal Computer	1	Clone	Yes
Software			
Vendor		Major Application	
Preview for Windows (paychex)		Payroll	
Microsoft Excel		General ledger, cash receipts, cash disbursements	

Sheriff			
Hardware			
Type of Equipment	Number	Make of Equipment	Networked?
Server, Dual Processor	1	IBM 630 Model 6C4 (7028-6C4)	Yes
Servers	13		Yes
Workstations	96		Yes
Printers	8		Yes
Software			
Vendor		Major Application	
AIX 5.0 Operating System		QED (CAD)	
Computer Aided Dispatch		Dispatch Cars, Inventory	
Microsoft Office		Office Suite	
Microsoft Server		Server OS	
Red Hat Linux		Server OS	
AIX		Server OS	
Microsoft Exchange		E-Mail System	

3.1.10 Auditing Standards to be Followed

To meet the requirement of this Request for Proposals, the audit shall be performed in accordance with:

- A. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Single Audit Act of 1996 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Non Profit Organizations as well as the following additional requirements:
1. Sections 29.008 and 29.0085, Florida Statutes, regarding County funded court related functions.
 2. Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits Section 218.30, Florida Statutes and Section 215.97, Florida Statutes, Florida Single Audit Act.
 3. And otherwise as provided by law.
- B. Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits Section 218.39, Florida Statutes and Section 215.97, Florida Statutes, Florida Single Audit Act.

3.1.11 Reports to be Issued

- A. Following the completion of the audit, the auditor shall issue the following reports.
1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. A management letter as required by Rules of the Auditor General, Chapter 10.550 Local Governmental Entity Audits.
5. An "in-relation-to" report on the schedule of expenditures of federal and state financial assistance.
6. A report on compliance requirements, applicable to each major program and the internal control over compliance in accordance with OMB Circular A-133 and the Rules of the Auditor General.
7. A report on compliance with laws and regulations and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
8. A report on compliance with laws and regulations and internal controls applicable to major state projects.
9. A schedule of finding and question costs related to federal and state programs.
10. A Data Collection form as required by OMB Circular A-133.
11. A report for each enterprise fund on the fair presentation of the financial statements in conformity with generally accepted accounting principles, the financial statements, supplemental information and bond compliance information.
12. A report for each opinion expressed on specified elements, accounts, or items detailing findings and recommendations as required in ii.b.1 above.

Reports 1 through 10 are required for the reporting entity as a whole. Reports 1 through 4 are required for the Board and each constitutional officer.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware.

- B. Provide an auditor’s opinion for the following special reports:
 - 1. Statement of County Funded Court-Related Functions
 - 2. Statement of Conflict Counsel Fees and Statement of Conflict Counsel Expenses and Costs
 - 3. Solid Waste Management Facility Letter form Chief Financial Officer to Demonstrate Financial Assurance for Closing and Long Term Care Costs

- C. Provide an annual audit opinion, management letter and compliance report, for the following three (3) other entities for which the County prepares separate financial statements:
 - 1. Lake Sumter Emergency Medical Services Inc. (LSEMS)
 - 2. District Five Medical Examiner (ME)
 - 3. Lake Sumter Metropolitan Planning Organization (MPO)

The Lake Sumter MPO receives federal funds which will require a single audit when those funds reach \$500,000. Revenue this year was just under \$500,000.

Workload measures for the above:

	LSEMS	ME	MPO
Number of employees	247	21	5
2006 Budget	\$21,048,447	\$2,681,441	\$535,291

The Medical Examiner, its employees and the MPO are employees of the County. LSEMS uses an outside payroll service for its employees.

3.1.12 Planning, Progress and Exit Conferences

The audit engagement will include planning and exit conferences with County officials and their designated representatives.

Progress conferences to summarize results of preliminary reviews of key internal controls and matters to be tested are to be held as required by each County official.

The purpose of these meetings will be to summarize the results of the fieldwork and to review significant findings.

3.1.13 Other Considerations

- A. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The County has received this recognition for each of the past twenty-five (25) fiscal years and will submit the report for the year ended September 30, 2006.
- B. The schedule of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are to be issued as part of the comprehensive annual financial report.
- C. The Clerk's County Finance department will prepare the comprehensive annual financial report and will be responsible for combining and printing the overall report. In addition, the County Finance department will prepare the financial statements for the Clerk, Supervisor of Elections, Lake Sumter Emergency Medical Services, the District Five Medical Examiner and the Lake Sumter Metropolitan Planning Organization.
- D. The County currently anticipates it may issue official statements in connection with the sale of debt securities, which will contain the government wide financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or underwriter, to issue a "consent and citation of expertise" as auditor and any necessary consent letters.

3.1.14 **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 Board of County Commissioners of the need to extend the retention period. The auditor will be required to make working papers available, upon request to the following parties or their designees:

1. State of Florida
2. U.S. Department of Housing and Urban Development
3. U.S. General Accounting Office (GAO)
4. Parties designated by the federal or state governments
5. Auditors of entities of which the County is a sub-recipient of grant funds
6. Internal Audit staff of the Clerk of the Circuit Court
7. And other official designees of the Board of County Commissioners.

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

The auditor shall provide the required copies of the written audit reports on the results of the audit within ten (10) days after the exit conference to each of the above officers.

3.1.14 Assistance to be Provided to the Auditor

The staff of the Constitutional Officers and the Board will be available during the audit to assist the firm by providing information, documentation and explanations. Each entity will prepare confirmations, representation letters and legal letters.

The Clerk's Internal Audit staff will be available as needed.

The Information Resources will provide systems documentation and explanations.

The County agencies will provide the auditor with reasonable workspace desks and chairs. The auditor will also be provided with access to a telephone line, internet access, photocopier, and fax machine.

The auditor will prepare the financial statements, and will reproduce and bind reports for the Sheriff, Tax Collector and Property Appraiser. The Clerk's Office will prepare the CAFR, the Clerk and Supervisor of Elections financial statements and these financial statements and reports will be reproduced and bound by the Clerk's Office. The auditor will provide their reports in PDF files for inclusion with the financial statements.

RFP 07-044, AUDITING SERVICE

FEE SCHEDULE

Task Number	Item Description	Price
1.	Audit of the County’s Comprehensive Annual Financial Report which includes the Board of County Commissioners, Clerk, Supervisor of Elections, Tax Collector, Property Appraiser and Sheriff	\$ _____
2.	<p><u>Auditor’s opinion for special reports</u></p> <p>1. Statement of County Funded Court-Related Functions</p> <p>2. Statement of Conflict Counsel Fees and Statement of Conflict Counsel Expenses and Costs</p> <p>3. DEP Report – Financial Assurance for Landfill Long Term Care and Closing Costs</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
3.	<p><u>Annual audit opinion for other entities in which the County prepares separate financial statements</u></p> <p>1. Lake Sumter Emergency Medical Services, Inc.</p> <p>2. District Five Medical Examiner</p> <p>3. Lake Sumter Metropolitan Planning Organization</p> <p style="text-align: right;"><u>TOTAL</u></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
4.	<p>Hourly rates (which may be utilized to calculate additional work efforts that may be requested).</p> <p>Partner \$ _____ per hour</p> <p>Manager \$ _____ per hour</p> <p>Senior Auditor \$ _____ per hour</p> <p>Clerical \$ _____ per hour</p>	

Notes:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A tax Exemption Certificate will be furnished upon request.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

BIDDER PROFILE FORM

<p>1. Bidder Name & Address:</p>	<p>1d. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p>	<p>1f. Address of office to perform work, if different from Item</p>
<p>2. Please list the key personnel that your firm will commit to this County project and attach a copy of each key person's resume.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) _____ (Title)</p>	