

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) WITH INVITATION TO NEGOTIATE**

REQUIRED RESPONSE FORM (Pgs. 1 & 2)

RFP # 4184RC

DATE: JUNE 17, 2026

TITLE: AUDITING SERVICES

This proposal must be submitted to The School Board of Marion County, Florida (District or School Board), through VendorLink at www.myvendorlink.com, no later than 2:00 PM, Monday, July 20, 2026. Proposals are due and will be opened at that time. School Board Approval Date: September 22, 2026

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The District takes its public records responsibilities, as provided under Chapter 119, Fla. Stat. (2025) and Article 1, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat. (2025), the Florida Constitution or other legal authority, Proposer must also simultaneously provide District with a separate redacted copy of its complete response. That redacted copy must contain the District solicitation name, RFP number, and the name of the Proposer on the cover, which must be clearly titled "Redacted Copy." The Redacted Copy must be provided to the District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed to be confidential, proprietary, or trade secret. In compliance with § 119.07(1)(e), Fla. Stat. (2025), Proposer must "state the basis for the exemption" that Proposer "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

Proposer will be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure. Further, Proposer shall protect, defend, and indemnify the District for any and all claims arising from or related to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure.

The District will have no responsibility or duty to verify whether any redacted material is exempt from Chapter 119, Fla. Stat. (2025). Proposer must have and retain full exemption verification responsibility.

If the Proposer fails to submit a Redacted Copy with its response, District is authorized to produce the entire documents, data or records submitted by Proposer in its response to a public records request for such records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this proposal.

Is there any confidential, proprietary, or trade secret information contained within this submitted proposal? (Y/N) _____

I have included a redacted copy with my submitted response (Y/N) _____

Signature of Proposer Signing Agreement

REQUIRED RESPONSE FORM (continued)**PROPOSAL CERTIFICATION**

I certify that I am submitting the following information as my company's proposal. I further understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I certify full, complete and unconditional acceptance of the contents of Pages 1 through 37 inclusive of this Request for Proposal, as well as all appendices and contents of any subsequent Addendum released hereto. Proposal must be signed by an officer or employee having legal authority to bind Proposer. I, the undersigned Proposer, have not divulged, discussed, or compared this proposal with any other Proposer. Proposer further certifies that Proposer has not colluded with any other proposer or entity in the preparation of this Proposal in order to gain an unfair advantage in the award of this proposal. Proposer's execution of this document will initiate employee investigations' procedures in accordance with § 1012.32, Fla. Stat. (2025).

PROPOSER (firm name): _____

STREET ADDRESS: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ TOLL FREE: _____

FAX: _____

E-MAIL ADDRESS: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
REQUEST FOR PROPOSAL 4184RC FOR AUDITING SERVICES
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EXHIBITS (posted at www.myvendorlink.com)

- A. Current District Contract Template

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
REQUEST FOR PROPOSAL 4184RC FOR: AUDITING SERVICES**

1.0 INTRODUCTION

1.1 This is a Request for Proposal (RFP) to The School Board of Marion County, Florida ("District or School Board").

1.2 The District desires to engage a certified public accounting firm, duly licensed under Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy, to provide independent auditing services to the District for a period of five (5) years, with the District reserving the option of excluding fiscal years that the Office of the Auditor General of the State of Florida provides the auditing services. Auditing services will commence with an audit of the District's financial statements for the fiscal year ended June 30, 2027 as well as the internal accounts department. The District has been notified by the Auditor General that their office will provide auditing services for the fiscal year ending June 30, 2026. The Auditor General informs the District before the beginning of any given fiscal year if it anticipates conducting an audit for that fiscal year.

1.3 All terms and conditions of this RFP, any addenda, Proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.4 Document files may be examined, during normal working hours; thirty (30) days after proposals have been opened or once a notice of an intended decision is made, whichever comes first.

1.5 Unless otherwise indicated in the proposal document, any solicitation downloaded from sources other than www.myvendorlink.com may not be the official and final version, and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

2.0 INSTRUCTIONS TO PROPOSER

2.1 All proposals must be submitted electronically through www.myvendorlink.com and received no later than 2:00 PM, on July 20, 2026. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted or considered.

2.2 Proposers are responsible for allowing adequate time to upload their submittal on VendorLink. Late submittals will not be accepted. If technical difficulties arise during submission of the proposal, it is the vendors responsibility to contact VendorLink technical support at support@evendorlink.com. The School Board of Marion County, Florida shall not be responsible for delays caused in any occurrence.

2.3 All RFP responses must be submitted in PDF format.

2.4 All proposals must be signed by an officer or employee having full, current authority to legally bind Proposer(s).

2.5 Any corrections of unit prices must be initialed by Proposer(s), including corrections made using opaque correction fluid or any other usual and generally acceptable method of correction.

2.6 Proposer should become familiar with any local conditions which may affect the services required. Proposer(s) must carefully examine the RFP terms to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance(s) will be permitted due to lack of knowledge of such conditions.

2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) consecutive calendar days, to provide the District with the services specified in the proposal.

3.0 **TIME SCHEDULE**

3.1 District will attempt to use the following time schedule for selection of Proposer(s):

All written questions and inquiries are due	July 13, 2026 @ 5:00 PM
Proposals due not later than 2:00 PM	July 20, 2026
Evaluation Committee Meeting	August 4, 2026 @ 9:00 AM, Purchasing Conference Room
Proposer Interviews (if needed)	August 7, 2026
Interview Evaluation Committee Meeting (if needed)	August 7, 2026 @ 1:00 PM, Purchasing Conference Room
Submit Evaluation Results to School Board	September 4, 2026
School Board Approval Date	September 22, 2026

3.2 Notification of any changes to the time schedule will be made via www.myvendorlink.com.

3.3 Proposers responding to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of District concerning any aspect of this solicitation, except in writing via www.myvendorlink.com. Violation of this provision may constitute grounds for rejecting a response.

4.0 **AWARD**

4.1 District reserves the right to accept or reject any or all proposals.

4.2 District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 District reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of qualifications or any other information District may deem necessary.

4.4 District reserves the right, prior to School Board approval, to cancel the RFP or portions thereof, without penalty.

4.5 District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of District; and (2) District reserves the right to reject any and/or all items proposed or award to multiple Proposers.

4.6 The proposal with the highest rating will be ranked first; however, nothing herein will prevent the District from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

4.7 District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, District reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

5.0 TERM OF CONTRACT / RENEWAL

5.1 The term of this contract will be from March 1, 2027 through February 29, 2032, and may, by mutual agreement between District and the awardee(s), be renewable for up to one (1) additional, five (5) year period. If needed, the contract will be extended beyond the contract expiration date. Once School Board has approved, the final results will be posted on www.myvendorlink.com. All prices must be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 RFP INQUIRIES

6.1 Any questions concerning conditions and specifications must be submitted in writing and received through www.myvendorlink.com. The deadline to submit questions is 5:00 PM, July 13, 2026. Answers to questions will be provided through VendorLink as well. District staff is not authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

6.2 If necessary, any addenda will be posted on www.myvendorlink.com.

6.3 Copies of addendum will be made available for inspection at District's Purchasing Department where proposal documents will be kept on file.

6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one, which includes postponement of the date for receipt of proposals.

6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on District.

7.0 CONE OF SILENCE

7.1 A cone of silence is hereby established for this Request for Proposal (RFP) pursuant to Board Policy 6324. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The cone of silence commences at the time of advertisement of the RFP. Competitive procurements are advertised on the Purchasing Department website, www.myvendorlink.com website, or in a local, regional, or statewide publication of wide distribution. The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department regarding contract award; or at termination of selection process; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable. Likewise, a violation may also result in the bidder, proposer, or respondent being debarred as further described in Board Policy 6322.01.

The cone of silence prohibits any communication regarding this RFP between:

- A. a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals; and

- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the School Board members or member-elects.

Unless specifically provided otherwise in this RFP, the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post-bid-opening meetings and site visits, which are administered by the Purchasing Department, prior to issuance of a written recommendation of contract award.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in §120.57(3), Fla. Stat. (2025). Failure to post bond with School Board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department.

8.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

8.1 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING. Bidders are hereby notified of the provisions of §287.05701, Florida Statutes, as amended, that the School Board will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the School Board's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests except as expressed in §287.135(2), Fla. Stat. (2025) where, "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2025), or is engaged in a boycott of Israel; or (b) one million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1.) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2025), or 2.) is engaged in business operations in Cuba or Syria."

§215.473, Fla. Stat. (2025) defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2025), and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2025), and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation will be required to recertify the aforementioned certifications at each renewal of the Contract. The School Board may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that

Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the School Board determine that the conditions set forth in §287.135(4), Fla. Stat. (2025) are met.

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9.0 **SCOPE OF SERVICES, SPECIFICATIONS, ETC.**

- A. **Annual Examinations** -The proposer selected as a result of the RFP shall provide external independent auditing services to the District beginning with the fiscal year ending June 30, 2027.

The annual examinations by the proposer shall include, but not be limited to, the following:

1. **Financial Audit** - The examination will be a financial and compliance audit made in accordance with generally accepted auditing standards and government auditing standards pursuant to Florida Statute 11.45(1)(b). The examination and procedures related hereto contemplate the review of the ACFR prepared by the District. The audit procedures used should be sufficient to enable the proposer to express an opinion on the fairness with which the financial statements present the financial position of the District and the results of its operations and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the District were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, State Board of Education Rules, Federal laws and School Board policies and procedures.
2. **Review of Internal Controls** - An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the proposer is to perform tests of controls and properly document its assessment. Reportable conditions shall be communicated in writing in accordance with generally accepted standards.
3. **Information Technology Review** - The proposer will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The proposer shall communicate periodically, to staff, if reportable conditions in the data processing reviews are identified during the engagement. As part of the Management Letter, the proposer shall report the following information it deems appropriate:

- a. Specific comments in the above areas for the District's major computer system.
 - b. Overall conditions of internal control in computer environment.
 - c. Significant weakness in internal control in data processing.
4. **Management Letter** - A management letter will be issued in accordance with Chapter 10.800, Rules of the Auditor General.
 5. **Management Letter Comments**- Management letter comments will be issued that will contain significant audit findings that, among other matters, may include the following material items noted during the performance of the audit:
 - a. Whether errors or irregularities reported in the preceding audit report have been corrected;
 - b. Whether recommendations made in the preceding audit report have been implemented;
 - c. Violation of the laws, rules and regulations discovered within the scope of the audit;
 - d. Illegal expenditures discovered within the scope of the audit;
 - e. Improper or inadequate accounting procedures;
 - f. Failure to properly record financial transactions;

- g. Other inaccuracies, irregularities, shortages or defalcations, if any, discovered by the firm; and
- h. Recommendations to improve management, accounting procedures and internal controls and to increase efficiency.

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

- 6. **Financial Reports** - At the completion of the audit, the proposer will submit to the District an ample supply of copies of the audit report, which shall comply with the reporting standards set forth in Rules of the Auditor General, Chapter 10.550.

- B. **Single Audit** -The proposer will perform a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and the Rules of the Auditor General of the State of Florida in order to report on the Schedule of Expenditures of Federal Awards and on the compliance of the District with laws and regulations and on internal controls, as required by the Single Audit Act.

Information related to the single audit, including the Schedule of Expenditures of Federal Awards, findings and recommendations, and auditor's report on the internal control structure and compliance with applicable laws and regulations will be included in a separate report, when completed.

- C. **Continuing Education** - Continuing education seminars, for at least two days each year, shall be provided to employees of the District that either account for or audit the records of the school system. This continuing education shall specifically be directed towards updates.

D. **Time Requirements**

- 1. **Commencement of the Audit** - The District will have all records for the audit; all appropriate management personnel, as well as the Director of Finance available to meet with the audit team of the successful proposer immediately upon acceptance of the proposal and execution of a professional services contract between the Board and the proposer.
- 2. **Schedule of the Fiscal Year Audit** - Each of the following shall be completed no later than the date indicated:
 - a. **Audit Plan** - A detailed plan will be provided to the Director of Finance by April 30 of each year.
 - b. **Fieldwork** - Fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.
 - c. **Progress Conferences** - Progress conferences will be held with the Director of Finance and key Finance personnel at least monthly during the course of the engagement. In addition, conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

- d. **Reporting Deadlines** - The audit report in its final form, and the management letter, shall be completed no later than November 15th with the report presented to the Board at its first Board meeting in January.
- e. **Periodic Reports** - Provide periodic reports to the District assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Governmental Accounting Standards Board or any other significant financial/accounting matters that may affect the District in a timely manner, as applicable.
- E. **Invoicing for Work/Progress Billing** - In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion bases. To determine progress, the proposer will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement. However, the final payment will be made upon resolution of any open issues or delivery of any remaining items.
- F. **Working Papers** — In all cases, the proposer will retain all working papers for a period of five (5) years and will provide the district and/or its assignees access, free of charge, to any or all work papers for a period of five (5) years.
- G. **Support Personnel** - Support personnel will be made available by the District to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.
- H. **Internal Accounts Audit** - Internal Accounts located at the schools will be audited each year. This will include the years when the Office of the Auditor General provides auditing services. This audit will include, but is not limited to, confirmation of bank balances, a review of internal controls, site visits to schools, a review of accounting practices, and a review of each school's internal account financial statements. End of year reports are provided by the internal accounts auditor for review and verification purposes.
- I. **ACFR Preparation Review and Publication** – If the District chooses to submit a ACFR to the GFOA for consideration of the Award for Excellence in Financial Reporting each year, the awarded proposer will review the ACFR each year, including the years when the Auditor General provides auditing services. Please include any cost associated with this review and publication in the proposal. The District will be responsible for the printing of the ACFR.
- J. The selected firm will prepare all three audits: the Districts, the single audit and the internal accounts audit. Please note, in years that the Auditor General performs their audit, only internal accounts audits may be required.

9.1 **Minimum Eligibility Requirements:**

In order to be considered for evaluation, the proposer:

- A. Shall be licensed under §473, Fla. Stat. (2025) to practice public accounting within the State of Florida;
- B. Shall be a member of the American Institute of Certified Public Accountants and the Florida

- Institute of Certified Public Accounts; and
- C. Shall have performed continuous CPA services in the government sector for a minimum of five (5) years.

9.2 Profile and Qualifications:

A. Experience and Qualifications of the Firm

1. State whether the proposer is local, regional or national.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. Describe the range of services offered by the local office, such as audit, accounting or tax services.
4. Describe the computer auditing capability of the local office, including the numbers and classifications of skilled personnel.
5. Describe the experience of the local office in performing audits of governmental entities, including preparing governmental financial statements in conformance with GASB Pronouncements, in performing Single Audits; and in providing assistance to clients in preparing the Comprehensive Annual Financial Report for submission to the Association of School Business Officials (ASBO) or Government Finance Officers' Association (GFOA).
6. Describe the school board audit experience of the proposer within the State of Florida.
7. Describe the procedures of the proposer for ensuring quality control and confidentiality of information obtained from clients.
8. Provide references from other Florida school districts or similar agencies for work similar to that contemplated by this RFP, including contact person's name, address and phone number.
9. Indicate how the proposer ensures compliance with 61H1-33.0035, Florida Administrative Code, and Continuing Professional Education/Governmental Accounting.
10. Describe any disciplinary action taken against the proposer of any individual associated with the proposer by the State of Florida Board of Accountancy within the last three (3) years.
11. Briefly describe all lawsuits that are pending/filed against local office of the proposer over the last three (3) years.

B. Qualifications and Experience of Staff

1. The proposer must identify the audit team (including the specific role each team member will have in the audit) that will be responsible for providing the required audit services, including the partners, managers, supervisors and staff, as well as staff from other than the local office, if necessary, for this audit. Resumes for each partner, manager and supervisor to be assigned to the audit team will be submitted and will include the following information:
 - a. Formal Education
 - b. Continuing professional education relative to governmental accounting and auditing
 - c. Experience in private business or government

- d. Experience in public accounting in general
- e. Experience in auditing governmental units, including the position held (i.e.) partner, manager, supervisor, senior or other position in the engagement)
- f. Experience in audits of school districts
- g. Experience in computerized systems in conjunction with d, e, and f, above
- h. Membership in various national and state governmental accounting boards, committees or associations (past and present)
- i. Professional recognition, such as Certified Public Accounting licenses, awards, etc.

2. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for the work product of the proposer. The individual identified shall be available within 24 hours notice by telephone to accomplish the following:

- a. Attend meetings.
- b. Respond to telephone calls.
- c. Respond to specific inquiries.

C. Provide proof of your company's insurance as required in Section 19.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

D. Provide the firm's most recent Peer Quality Review Report with comments.

9.3 **Approach to the Audit:** Clearly describe the approach that the proposer will use in providing the services described in Section 9.0, Scope of Services.

9.4 **Cost of Services:** The proposer shall provide firm fixed costs for completing the scope of services listed in the Section 9 of this RFP, broken down as set forth below. Providers should provide costs for all fiscal years listed although the District anticipates that the Office of the Auditor General may perform the annual audit periodically as detailed in Section 1.2.

Fiscal Year Ending	Audit with Single Audit	Internal Accounts	ACFR/AFR Review	Total (\$)
June 30, 2027	\$	\$	\$	\$
June 30, 2028	\$	\$	\$	\$
June 30, 2029	\$	\$	\$	\$
June 30, 2030	\$	\$	\$	\$
June 30, 2031	\$	\$	\$	\$
*Possible Renewal Term Years				
June 30, 2032	\$	\$	\$	\$
June 30, 2033	\$	\$	\$	\$
June 30, 2034	\$	\$	\$	\$
June 30, 2035	\$	\$	\$	\$
June 30, 2036	\$	\$	\$	\$

Note: The breakdown in pricing is required in order to give the District the option of contracting for the internal accounts in years in which the Auditor General audits the District. It is anticipated that the Auditor General will perform the June 30, 2029, and June 30, 2032, audits with single audits. *During possible renewal term years, it is anticipated that the Auditor General will perform the June 30, 2035, audit with single audit.

9.5 **Additional Data**: Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there no additional information to present, state in this section "There is no additional information that we wish to present".

10.0 **EVALUATION COMMITTEE MEETINGS**

10.1 As stated in Section 3.1 and Section 12.5, a committee will convene to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per §119, Fla. Stat. (2025) this is an open public meeting. Notification will also be posted for review by interested parties at the District's Purchasing Department, 2091 NE 35th Street, Ocala, Florida 34479, and website.

11.0 **PREPARATION AND SUBMISSION**

11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. **Include all requested information in your proposal. Items listed below (Sections 11.2 - 11.9) and any other information proposers include as part of their response can be submitted in PDF format, as one file within VendorLink.**

11.2 **Title Page**: Required response form (page 1 and 2 of the RFP) with all the required information completed and all signatures as specified; Name of the Proposer, Address, Signature, Title, Contact Person, Contact Person's Address, Telephone and Fax number, email address and Taxpayer ID Number.

11.3 **Table of Contents**: Include a clear identification of the material by section and by page number.

11.4 **Letter of Transmittal**: Give the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company. Provide their titles, addresses and telephone numbers.

11.5 **Required Forms**: Include all completed required forms in this section.

- Drug-Free Workplace Certification Form (Attachment A)
- Acknowledgment of Addenda (Attachment B)
- Division of Corporations Registration Requirements (Attachment C)
- Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (with Instructions for Certification) (Attachment D)

11.6 **Prepared Response**: Prepare your response submission in the manner outlined in the Scope of Services (Sections 9.0 – 9.5).

11.7 **Reference Form**: Proposer must provide a minimum of three (3) references. References must be current or former customers (within the past three years) that have utilized proposer for same/similar services. Proposer must list out the following details for each included reference: dates of service, contract term length, etc. Proposer must also provide Attachment E – Reference Form (located on page 36) to their listed references and request that it be completed and returned in time so that it can be included in your submitted response to this RFP.

11.8 **EEO Statement:** The Marion County School District does not discriminate on the basis of race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its educational programs, services or activities, or in its hiring or employment practices as required by Title IX, Title VI, Title VII, Age Discrimination Act of 1967, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Florida Educational Equity Act of 1984. Provide statement of EEO Compliance.

11.9 **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten (10) days of notification by the District.

12.0 **PROPOSAL EVALUATION PROCESS:**

12.1 The Evaluation and Selection Committee is comprised of at least three members and is compliant with Section 218.391 Fla. Stat. (2025).

12.2 All proposals received by the submission deadline will be reviewed by the Purchasing Coordinator or designee for responsiveness and they will distribute the responsive proposals to the Evaluation and Selection Committee members. The committee members will independently score and rank each proposal in accordance with the evaluation criteria listed in the Evaluation Criteria section below. The committee will convene at the published date and time to discuss the proposals and any differences they may have. It is possible for the committee's rankings to change during this meeting based on a better understanding of the facts presented in the proposals. The committee members will submit their individual scores and rankings of the proposals to the Purchasing Representative for compilation of the overall ranking of the proposals. Based on the rankings, the committee reserves the right to shortlist vendors and invite shortlisted vendors to participate in interviews to determine the top scoring firm.

12.3 The District reserves the right to invite the Proposers in for oral presentations. Prior to the presentations, the District will provide each Proposer with a standard set of questions to be addressed in their oral presentation. Only members of the proposed project team may make the oral presentations.

12.4 RFPs are received and publicly opened. Only names of Proposers are read at this time.

12.5 The Evaluation Committee will convene, review and discuss all proposals submitted. Purchasing and Business Services personnel will participate in an advisory capacity only.

12.6 The Evaluation Committee will assign ratings in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 13.0.

12.7 The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

12.8 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected Proposer, the Committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until agreement is reached.

12.9 The Purchasing Department will prepare and submit an agenda item to the Superintendent of the District and the Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

12.11 The School Board will award or reject any or all proposal(s).

13.0 **EVALUATION CRITERIA**

The Evaluation Committee will rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

	<u>SCORE VALUES</u>
A. Demonstrable Understanding of the Scope of Services	10
B. Successful Experience and Qualifications of Staff Assigned to Audit	
1. Experience with similar sized schools / government agencies	50
2. Experience with similar endeavors	5
C. Project Organization, Staffing, Methodology and Plan	15
D. Cost of Services	10
E. References of the Firm	10

Points Possible: 100

***Interviews, if needed, will carry an additional point value of 10 points. Interview scores will be added to the initial scoring for each proposer interviewed to determine an overall top scoring proposer.**

14.0 **CANCELLATION OF AWARD/TERMINATION/FUNDING OUT**

14.1 In the event any of the provisions of this proposal are violated by the Proposer(s), the Superintendent or designee will give written notice to the Proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

14.2 School Board will terminate this Agreement if the vendor is placed on the State of Florida Forced Labor Vendor list.

14.3 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Proposer(s) that amount of the contract actually performed to the date of termination.

14.4 The awarded Proposer(s) of this RFP will have the option to terminate the contract upon written notice to the Purchasing Specialist. Such notice must be received at least ninety (90) days prior to the effective date of termination.

14.5 Cancellation of contract by awarded Proposer may result in removal from the District's Bidders/Proposers list for a period of three (3) years.

14.6 Section 1011.14, Fla. Stat. (2025) prohibits School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the

agreements.

14.7 It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

"This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein".

14.8 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

15.0 **DEFAULT**

15.1 In the event that the awarded Proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

16.0 **LEGAL REQUIREMENTS**

16.1 It is the responsibility of the Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, Proposer(s) is to adhere to School Board Policies, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Fla. Stat. (2025) offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the Proposer's contract at the sole discretion of the District. Lack of knowledge by the Proposer(s) will in no way be a cause for relief from responsibility.

16.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, or genetic information with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

16.3 The person signing the Proposal Certification agrees that employee background investigations will be adhered to in accordance with §1012.32, Fla. Stat. (2025).

17.0 **FEDERAL AND STATE TAX**

17.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Specialist will sign an exemption certificate submitted by the successful Proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any Proposer be authorized to use the District's Tax Exemption Number in securing such materials.

18.0 **CONFLICT OF INTEREST**

18.1 All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly,

any interest in the Proposers' business or any of its branches.

18.2 All Proposers must list all and any affiliations they have with other firms. The proposal for any Proposer found to have an affiliation with other potential Proposers will be considered non-responsive and not be evaluated.

19.0 **INSURANCE REQUIREMENTS**

19.1 Proof of the following insurance will be furnished by the awarded Proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the District.

19.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement must be forwarded to the District's, Purchasing Department, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

19.3 Thirty (30) days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

19.4 The awarded Proposer(s) must provide complete copies of any insurance policy for required coverage within eleven (11) days prior to the Board approval date referenced in this solicitation.

19.5 Failure to submit the required insurance documentation does not relieve the awarded Proposer(s) of the obligation outlined in this section.

19.6 Receipt of certificates or other documentation of insurance or policies or copies of policies by the District, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Proposer's obligation to fulfill the insurance requirements herein.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, Fla. Stats. (2025), Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded Proposer(s) shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy must provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage must be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded Proposer(s) must procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR BUSINESS AUTOMOBILE LIABILITY.**

The minimum limits of coverage must be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage must be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the Proposer does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, the School Board will require an affidavit signed by the Proposer indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.

D. PROFESSIONAL LIABILITY: The awarded Proposer(s) must procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance must provide coverage against such liability resulting from this contract. The minimum limits of coverage must be \$500,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of the Proposer. Professional liability policies must include an endorsement whereby the awarded Proposer holds harmless the District and each officer, agent and employee of the District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded Proposer or anyone employed by the awarded Proposer.

This policy must be continued or tail coverage provided for two (2) years after completion of the project.

20.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

20.1 The Proposer indemnifies the District from any and all liability, loss or damage the District may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the Proposer's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the District as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the District in establishing the right to indemnification and collecting any judgment against the Proposer. The Proposer is not required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District. The District agrees to notify the Proposer in writing within ten (10) days of receipt of any notice of any action against the District pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether the Proposer actually received said notification. The Proposer further agrees in the event the court denies or reduces compensation to, or reimbursement of the District, Proposer will provide the District with the full amount of compensation or reimbursement requested in its statement of services.

21.0 PUBLIC RECORDS LAW

21.1 The District takes its public records responsibilities as provided under Chapter 119, Fla. Stats. (2025) and Article 1, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stats. (2025), the Florida Constitution or other authority, Proposer must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy must contain the District solicitation name, number, and the name of the Proposer on the cover, and must be clearly titled "Redacted Copy." The Redacted Copy must be provided to the District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. In compliance with §119.07(1)(e), Fla. Stat. (2025), Proposer must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

Proposer will be responsible for defending its determination that the redacted portions of its response are

confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The District will make no effort to verify whether or not the redacted material is exempt from Chapter 119, Fla. Stat. (2025). That determination is totally the responsibility of the Proposer.

If the Proposer fails to submit a Redacted Copy with its response, the District is authorized to produce the entire documents, data or records submitted by Proposer in answer to a public records request for these records.

21.2 **PUBLIC RECORDS**

a. To the extent that Proposer meets the definition of "contractor" under § 119.0701, Fla. Stats. (2025), and in addition to other contract requirements provided by law, the Proposer agrees that it is acting as a contractor on behalf of the District as provided under § 119.0701(a) Fla. Stats (2025) and as such it will comply with Florida's Public Records Law. Specifically, Proposer agrees that it will:

i. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Proposer under contract;

ii. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119, Fla. Stats. (2025) or as otherwise provided by law;

iii. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board;

iv. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Proposer or keep and maintain public records required by the School Board to perform the service. If the Proposer transfers all public records to the School Board upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

b. IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.

22.0 **PERMITS AND LICENSES**

22.1 The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

23.0 **INTELLECTUAL PROPERTY RIGHTS**

23.1 The Proposer(s) will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the Proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the District.

24.0 **COST INCURRED IN RESPONDING**

24.1 All costs directly or indirectly related to proposal preparation, representation or clarification will be the sole responsibility of and be borne by the Proposer.

25.0 **SUB-CONTRACTS**

25.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

25.2 The Proposer(s) will be fully responsible to the District for the acts and omissions of the subproposer(s) and their employees.

25.3 After award of contract, any changes in subcontractors or subproposers requires prior District written approval.

26.0 **INDULGENCE**

26.1 Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this RFP.

27.0 **JOINT PROPOSAL**

27.1 In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer must be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer will be acceptable. Prime Proposer responsibilities will include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer must also prepare and present a consolidated invoice(s) for services performed. The District will issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer will remain responsible for performing services associated with response to this RFP.

28.0 **PUBLIC ENTITY CRIMES**

28.1 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's 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 § 287.017, Fla. Stat. (2025) for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

28.2 The Proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

28.3 The Proposer(s) further certifies that neither it nor its principals have, within the five-year period before this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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.

28.4 If the Proposer(s) is unable to certify to any of the above statements in this certification, Proposer must submit a written explanation with its Proposal.

29.0 **USE OF OTHER CONTRACTS**

29.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement 6A-1.012(4), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.**

30.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

30.1 The Proposer must not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

30.2 The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

30.3 **PURCHASING CARDS:** The District may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded.

31.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE

31.1 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 16.1.

31.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

31.3 No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

31.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the District project must be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the District may be terminated.

31.5 Florida State Law prohibits the use of tobacco products of any kind while on District property.

32.0 AGREEMENT

32.1 Following the steps indicated in Section 4.7, an Agreement will be negotiated with the recommended awardee from this RFP process. The RFP, the vendors submitted proposal, all attachments, and any addendum released, if applicable, and the corresponding contract will constitute the complete agreement between Proposer and the District. Should there be any conflict between the terms of the RFP, submitted vendor submitted response to the RFP (proposal), and the terms of the contract, the terms of the contract will be final and binding and the RFP will control where in conflict with the submitted proposal. If a Proposer desires particular contractual language in the agreement resulting from this RFP, the Proposer should include said language within their proposal response so that it can be reviewed.

The current District contract template example is provided as Exhibit A to this RFP and is posted on www.myvendorlink.com along with the RFP document. Proposer will be expected to sign our District template agreement and be agreeable to the terms and conditions therein.

33.0 POSTING OF RFP TERMS & CONDITIONS / SPECIFICATIONS

33.1 This RFP will be posted for review by interested parties, at www.myvendorlink.com, on the date the RFP notification is sent, and will remain posted until the due date as listed in the RFP document and on VendorLink. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2025) will constitute a waiver of proceedings under Chapter 120, Fla. Stats. (2025).

34.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

34.1 RFP recommendations and tabulations will be posted for review by interested parties in the Purchasing Department, located at 2091 NE 35th Street, Ocala, Florida 34479, and on www.myvendorlink.com. They will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all Proposers of the new posting date and time.

34.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in

writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in § 120.57(3), Fla. Stat. (2025), will constitute a waiver of proceedings under Chapter 120, Fla. Stats. (2025).

34.3 If a Proposer wishes to protest the RFP, they must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2025), Section 7.3 of this proposal, and School Board Policy 6326.

34.4 Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2025), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company licensed to conduct business in the State of Florida, or by certified check drawn on an approved financial institution, payable to The School Board of Marion County, Florida in an amount of \$25,000.00 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects values over \$500,000.00; and five percent (5%) of the lowest accepted bid for all other projects. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings and attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the School Board all costs and charges, which shall be included in the final order of judgment, and attorney's fees.

35.0 **BACKGROUND SCREENING REQUIREMENTS**

35.1 The School Board of Marion County, Florida is committed to the education and safety of its students and employees. To that end, any Proposer awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the District's standards for employment as set forth by the Florida Department of Education. Each Proposer(s) must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

35.2 **Fingerprinting**: Proposer agrees as a condition of entering into this contract, pursuant to §1012.32 and 1012.465, Fla. Stats. (2025), any person entering school grounds or having direct contact with students on behalf of Proposer must meet Level 2 screening requirements as described in §1012.32, Fla. Stat. (2025). Screening will be at Proposer's expense or employee's expense and must be completed and credentials issued by the District prior to the screened individual having access to students or to the school grounds.

35.3 **E-Verify**: Under Section 448.095, Fla. Stats. (2025), Proposer must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. Every public employer, contractor, and subcontractor must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

35.4 **AFFIDAVIT OF NONGOVERNMENTAL REPRESENTATIVE**. **Section 787.06, Fla. Stats. (2025) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for**

labor or services as defined in that statutes. The SCHOOL BOARD is a governmental entity for purposes of this statute. By signing this Agreement, the undersigned corporate representative for the CONTRACTOR affirms under the penalty of perjury, that the CONTRACTOR identified herein does not use coercion for labor or services as those terms are defined in Section 787.06, Fla. Stats. (2025); specifically, the CONTRACTOR does not:

- A. Use or threaten to use physical force against any person;**
- B. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;**
- C. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;**
- D. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;**
- E. Cause or threaten to cause financial harm to any person;**
- F. Entice or lure any person by fraud or deceit; or**
- G. Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Fla. Stats. (2025) to any person for the purpose of exploitation of that person.**

36.0 PRESS RELEASES AND PUBLICITY

36.1 The Proposer(s), its representatives or agents must not make announcements or news releases pertaining to the Proposer's participation in this RFP or the award of this contract without authorization from the Purchasing Department.

37.0 **FEDERAL FUNDS**: For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the solicitation and resulting award or agreement and the CONTRACTOR accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award. As provisions A through R are subject to change without notice, the CONTRACTOR can access the required provisions online using the link below: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

37.1 **Federal Regulations.** CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).

37.2 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

37.3 Illegal Alien Labor. CONTRACTOR shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.

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

37.5 Procurement of Recovered Materials. (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency

(EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37.6 Federal Drug Free Workplace. CONTRACTOR agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.

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

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

37.9 Remedies for Violation or Breach of Contract. Failure of the CONTRACTOR to provide products within the time specified in the Scope of Work will result in the following: The SCHOOL BOARD shall notify CONTRACTOR in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded CONTRACTOR cannot provide product or services, SCHOOL BOARD reserves the right to purchase product from another CONTRACTOR, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting CONTRACTOR will be responsible for reimbursing SCHOOL BOARD for the price differences.

37.10 Copeland “Anti-Kickback” Act. (18 U.S.C. 874 AND 40 U.S.C. 276C) The CONTRACTOR certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

37.11 Davis-Bacon Act, As Amended. Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

37.12 Contract Work Hours and Safety Standards Act: Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

37.13 Health and Safety Standards in Building Trades and Construction Industry. (40 U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

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

37.15 Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

37.16 Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

37.17 Access to Records (2 CFR Part 200.336): Contractors and subcontractors must give access to the School Board, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific RFP for the purpose of making audit, examination, excerpts and transcripts.

37.18 Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain

telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.

37.19 Domestic Preferences for Procurements (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

37.20 Child Nutrition For all solicitations for the purchase of food for Child Nutrition the following Buy American clause is applicable:

BUY AMERICAN. [7 CFR PART 210.21 (d)] - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

- (1) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- (2) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
- (3) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
- (4) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

Attachment A.

DRUG - FREE WORKPLACE CERTIFICATION FORM

In accordance with § 287.087, Fla. Stat. (2025), preference must be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program must be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposer(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Fla. Stat. (2025) or any controlled substance law of the United States or any State, for a violation occurring in the workplace not later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Attachment B.

Acknowledgment of Addenda Check: (Yes) or (No) (Date of Receiving Addendum)		
Addendum #1	Yes ____ No ____	Date Received:
Addendum #2	Yes ____ No ____	Date Received:
Addendum #3	Yes ____ No ____	Date Received:
Addendum #4	Yes ____ No ____	Date Received:
Addendum #5	Yes ____ No ____	Date Received:

Company Name

Signature

Address

City State Zip Code

Date

Please fill out the appropriate forms and return with your proposal.

Response to RFP (required)	_____
Proposal Certification Form (required)	_____
Drug Free Workplace Certification (required)	_____
Statement of No Bid (If applicable)	_____
Acknowledgment of Addenda (If applicable)	_____
Division of Corporations Registration Requirements	_____
Certification Regarding Debarment (required)	_____

Attachment C.

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Companies incorporated within the State of Florida must furnish their Florida document number. Companies incorporated in any other state must furnish their applicable document number. **All corporations or other legal entities must be registered to do business in the State of Florida and have an active status in order to be eligible to do business with the School Board.** The specific requirements for registration are found in §607, Fla. Stat. (2025). To register with the State of Florida, visit: www.Sunbiz.org

Company: _____

Per: _____ (Print name)

Authorized Signature: _____

Address: _____

City/State/Zip: _____

Dunn & Bradstreet # _____

Federal I.D. # _____

Division of Corporations Registration Number: _____

The state incorporated in: _____

Occupational License Number or Contractor Certification (Only use if required)

Attachment D.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733)

****BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING
PAGE****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

Date

Attachment D. continued

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant must provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing is to be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

	<p>ATTACHMENT E – REFERENCE FORM</p> <p>The School Board of Marion County, Florida</p> <p>Purchasing Department</p> <p>2091 NE 35th Street, Ocala, Florida 34479</p>
This Section to Be Completed by Firm Being Referenced:	
<p>Firm Name (firm being referenced): _____</p> <p>Contact Name: _____ Email Address: _____</p>	

The School Board of Marion County, Florida is currently seeking proposals for Auditing Services. The above firm has listed your company as a reference. Please complete this form and return to the firm requesting reference. Reference forms shall be included in firm's submitted response to our request for proposal (RFP).

1. On a scale of 1-5, with 1 being poor and 5 excellent, please rate firm in regards to overall quality of work.
Please circle one: 1 2 3 4 5

2. On a scale of 1-5, with 1 being poor and 5 excellent, please rate the responsiveness and professionalism of firm. Please circle one: 1 2 3 4 5

3. On a scale of 1-5, with 1 being poor and 5 excellent, how has firm performed in meeting your required timelines? Please circle one: 1 2 3 4 5

4. On a scale of 1-5, with 1 being poor and 5 excellent, how would you rate firm on quality staff? Please circle one: 1 2 3 4 5

5. On a scale of 1-5, with 1 being poor and 5 excellent, how would you rate your overall past experience with firm? Please circle one: 1 2 3 4 5

Please provide any additional comments that you wish to make:

Reference Company Name: _____

Printed Name and Title: _____ Signature: _____

Email Address: _____ Phone #: _____

We know that your time is valuable and we sincerely thank you for taking the time to assist our District.

Attachment F.

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **MCPS Purchasing Dept., 2091 NE 35th Street, Ocala, Florida 34479** (Please print or type, except signature)

Failure to respond may result in deletion of Proposer(s) name from the Bidder's list for The School Board of Marion County, Florida.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your RFP # 4184RC for Auditing Services because of the following reasons:

- _____ We do not offer this product or the equivalent.
- _____ Insufficient time to respond to the invitation to bid.
- _____ Remove our name from this bid list only.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet bond requirements.
- _____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____