

**Children's Services Council of Leon County (CSC Leon)
Financial Audit Committee Meeting**

Monday, July 8, 2024 | 5:00 p.m.

CSC Leon Office, 2002 Old St. Augustine Road, Suite A-50, Tallahassee, FL 32301

Members of the public can view the meeting via live stream, when available, on this YouTube channel: <https://www.youtube.com/channel/UCc74A9evhLxbHlrH63-clbQ>.

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. General Public Comment
- V. Financial Auditing Services
 - A. Review of Draft Request for Proposal and Timeline*
- VI. Committee Member Comments
- VII. Adjournment

An asterisk () denotes a committee vote is expected.*



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**Request for Proposals (RFP)
Financial Auditing Services**

Issue Date: July 29, 2024

Questions Deadline: August 16, 2024 by 12:00 p.m.

Question Responses Posted: August 20, 2024

Response Deadline: September 6, 2024 by 2:00 p.m.

Estimated Notice of Recommendation of Award: October 18, 2024

Do not contact the CSC Leon Executive Director, any member of the Council or their respective staff regarding this request. Direct all correspondence or inquiries during the ITN process to the following **Purchasing Official:**

Holly McPhail, Procurement Officer
Children's Services Council of Leon County
2002 Old St. Augustine Road, Bldg. A, Suite 50
Tallahassee, FL 32301
procurement@cscleon.org

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SECTION 1 – INTRODUCTION

A. Solicitation Objective, Overview and Goals

The Children’s Services Council of Leon County (“CSC Leon”) seeks to establish, through this Request for Proposals (“RFP”), a contract for auditing services by persons or entities qualified to perform audits of independent special districts of the State of Florida pursuant to Florida Statue. Specifically, CSC Leon seeks a vendor to perform annual financial and compliance auditing services for the next five fiscal years (2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028).

CSC Leon has developed a draft Statement of Work (“SOW”) for the Contract, which is attached as Schedule A to the draft Contract which is included as Exhibit I.

B. Background of Organization

CSC Leon is a catalyst for positive change to improve the lives and outcomes of children and families in the local community.

Approved by a majority of the Leon County (“County”) electorate in the November 2020 general election, CSC Leon has been established to provide children with early learning and reading skills, development, treatment, preventative and other children's services. As an independent special district authorized by section 125.901, Florida Statutes, CSC Leon will provide funding for these children's services throughout the County by annually levying ad valorem taxes, not exceeding the maximum millage rate of one-half (1/2) mill. CSC Leon has independent oversight and accountability, and the following powers and functions:

1. To provide and maintain in the County such preventive, developmental, treatment and rehabilitative services for children as CSC Leon determines are needed for the general welfare of the County.
2. To provide such other services for all children as CSC Leon determines are needed for the general welfare of the County.
3. To allocate and provide funds for other agencies in the County which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
4. To collect information and statistical data and to conduct research, which will be helpful to CSC Leon and the County in deciding the needs of children in the County.
5. To consult with other agencies dedicated to the welfare of children, to the end that the overlapping of services will be prevented.
6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made, or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize CSC Leon to issue bonds of any nature, nor shall CSC

Leon have the power to require the imposition of any bond by the Board of County Commissioners.

7. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and duties.

In addition, CSC Leon is required to report the following to the Leon County Board of County Commissioners:

1. Information on the effectiveness of activities, services, and programs offered by CSC Leon, including cost-effectiveness.
2. A detailed anticipated budget for continuation of activities, services, and programs offered by the Council, and a list of all sources of requested funding, both public and private.
3. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.
4. A description of the degree to which CSC Leon's objectives and activities are consistent with the goals of the County ordinance establishing CSC Leon (No. 2018-13).
5. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.
6. Information on programs, services, and activities that should be eliminated; programs, services and activities that should be continued; and programs, services and activities that should be added to the basic format of CSC Leon.

Finally, CSC Leon is required to complete an annual audit in accordance with chapter 10.550 of the Rules of the Auditor General of the State of Florida (9-30-22) (available at https://flauditor.gov/pages/pdf_files/10_550.pdf).

C. Minimum Qualifications of Respondents

A Respondent must demonstrate at least five years of experience providing accounting services by a certified public accountant. A Respondent may satisfy this requirement via the experience of its proposed key personnel, even if those members performed the service for another company. Responses not satisfying this minimum requirement will be deemed non-responsive and will not be evaluated.

D. Purchasing Official and "Quiet Period"

The Purchasing Official is identified on the RFP cover page. Any person requiring a special accommodation due to a disability should contact the Purchasing Official.

All Respondent communications regarding the RFP shall be limited to the Purchasing Official. There shall be a "quiet period" between the date the RFP is advertised and the date the recommended award (or cancellation) has been announced. During the quiet period, no one

acting on Respondent's behalf may engage in any written or verbal communication or other attempts to influence anyone else at CSC Leon regarding this RFP, the merits of the Respondent, or whether CSC Leon should award the Contract to the Respondent. This includes staff members, evaluation team members, and council members. Any unauthorized contact may disqualify the Respondent from further consideration.

SECTION 2 – SOLICITATION PROCESS

A. Overview

This RFP is a method of competitive solicitation under CSC Leon's Purchasing Regulation. Those interested in submitting a Response are to comply with all terms and conditions described in this solicitation. CSC Leon will hold a public opening of the Responses at the date, time, and location provided in the Timeline of Events.

During the evaluation phase, a solicitation committee will independently evaluate all Responses, except those deemed non-responsive, against the published evaluation criteria. The scores of each solicitation committee member will be aggregated and then reviewed by the solicitation committee at a public meeting to reach consensus on a final ranking and recommend Contract award. The CSC Leon Governing Council will take up the recommendation at a subsequent public meeting and make the final decision concerning Contract award. CSC Leon will determine final contract terms, including the SOW, upon selection.

B. Questions and Answers

Submit all questions about the RFP in writing to the Purchasing Official via email. The deadline for submission of questions is reflected the Timeline of Events.

CSC Leon reserves the right to accept or reject any or all requests for clarification, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions. Respondents will be notified of the rejection of their request for clarification. Oral requests for clarification will not be accepted.

CSC Leon's responses to questions will be posted on the CSC Leon website at www.csleon.org/announcements. Respondents unable to download responses should direct their requests for hard copies via e-mail to the Purchasing Official. Answers to questions will be published as an addendum to and, as such, an integral part of this RFP.

CSC Leon does not guarantee the validity or reliability of information obtained from other sources. If it becomes necessary to revise any part of this RFP, an addendum will be posted on the CSC Leon website at www.csleon.org/announcements. The Respondent is responsible for checking the website for any addenda or clarifications.

C. Timeline of Events

The table below contains the anticipated timeline of events for this solicitation. The dates and times are subject to change. The Respondent is responsible for ensuring that CSC Leon receives all required documentation by the dates and times (Eastern time) specified below (or as revised by ITN addenda).

July 29, 2024	Procurement Released	By 5:00 PM
Aug. 16, 2024	Deadline to submit questions to the Purchasing Official	By 12:00 PM
Aug. 20, 2024	Publication of CSC Leon’s answers to Respondents’ questions	By 5:00 PM
Sep. 6, 2024	Deadline to submit Response to the Purchasing Official	By 2:00 PM
Sep. 6, 2024	Public Opening of All Responses	At 3:00 PM
Sep. 7-25, 2024	Evaluation Phase	
Sep. 26, 2024	Solicitation Committee Public Meeting to Rank Responses and Recommend Award	At 3:00 PM
Sep. 27, 2024	Purchasing Official Communicate Recommendation of Award	By 12:00 PM
Oct. 17, 2024	CSC Leon Governing Council Meeting to Consider Recommendation of Award	At 4:00 PM
Dec. 1, 2024	Anticipated Contract Start Date	

D. Response Submittal and Deadline

Submit three bound copies via postal or commercial courier services AND one electronic copy via email to the purchasing official of the complete Response by the deadline indicated in the Timeline of Events. Submit Responses to CSC Leon care of the Purchasing Official at the delivery address reflected on the RFP cover page. Facsimile transmissions will not be accepted. All bound responses must be submitted in a sealed envelope or box and must be marked “RFP for CSC Leon Financial Auditing Services.” CSC Leon accepts no responsibility whatsoever for failure to deliver or late delivery by postal or commercial courier services. Failure by postal or commercial courier services to meet the response deadline may result in disqualification.

E. CSC Leon Not Liable for Respondent’s Cost

CSC Leon shall not be liable or responsible for any costs incurred by any Respondent for preparing and submitting any response to this RFP, attending any presentation, or for any other activities or occurrences related in any way to this RFP on or prior to the execution of a contract.

F. Disclosure of Contents

All material submitted by Respondents shall become the property of CSC Leon and will not be returned. Responses submitted may be reviewed and evaluated by persons designated by CSC

Leon, in its sole discretion. Records made and received by CSC Leon in connection with this RFP are public records and must be furnished and disclosed to any person under a request to inspect or copy such documents or records, pursuant to Chapter 119, Florida Statutes. If information is provided that could reasonably be ruled a “trade secret” as defined in Section 812.081, Florida Statutes, include such information in a separate attachment clearly marked – “Trade Secret Information.” Include a table of contents within this attachment with a detailed listing of and explanation for EACH item marked as a “trade secret.”

Designation of items as “trade secret” by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes. The State of Florida places a high priority on the public’s right of access to governmental meetings and records. By submitting a response, each Respondent further understands and agrees that CSC Leon shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in connection with this ITN in negotiating and entering into any contract or for any purpose. CSC Leon shall have such rights regardless of whether CSC Leon enters into any contract with such Respondent or any Respondent under this ITN, successfully negotiates any contract with any Respondent, rejects any or all responses to this ITN, amends or withdraws this ITN at any time, or otherwise satisfies its needs through alternative means.

G. Right to Cancel

CSC Leon, in its sole discretion, may cancel this RFP at any time and for any reason. Issuance of this RFP in no way constitutes a commitment by or obligation of CSC Leon to enter into any contract, and CSC Leon may, in its sole discretion, reject all Responses to this RFP for any reason whatsoever.

H. Responsiveness and Responsibility

CSC Leon will be the sole judge of a Response’s responsiveness. CSC Leon will reject any Response that it deems non-responsive; provided, however, that CSC Leon may also waive any minor defect in a Response or deviation from the RFP requirements. CSC Leon will reject the Response of any Respondent it deems non-responsible.

I. RFP Specifications Protest Process

Any protest of the terms of this solicitation or the award of any contract shall be filed via email to the Purchasing Official within five calendar days after the advertisement of the solicitation. A protest must state with particularity the facts and law upon which it is based. Failure to file a timely protest shall constitute a waiver of any pre-award challenges.

SECTION 3 – RESPONSE FORMAT AND CONTENTS

Prepare the Response in a clear, comprehensive, and concise manner with four separately tabbed sections, A through D. Do not include any appendix or attachment beyond these sections. Attachments within sections are permissible, e.g., resumes within Tab B. Respond using no smaller than 12-point font. Tables and graphs are exempt from the font requirement but must be readable.

A. Cover Letter

Address the cover letter to the Purchasing Official. Identify the Respondent's name and principal address. Provide the name, telephone number and email address of the person authorized to represent the Respondent regarding all matters related to the RFP. Explain very briefly how the Respondent satisfies the minimum qualifications to respond (see **Section 1.C**). Affirm that the Respondent has thoroughly reviewed the RFP and agrees to provide the services set forth in the SOW if awarded a Contract. If the Response includes any alleged trade secrets, confirm compliance with **Section 2.F**.

Behind the cover letter, include the executed original of the completed **RFP Form A, Service Requirement: Disclosures and Affirmation Statement**. **Failure to include the executed form will result in the Response being deemed non-responsive.**

B. Respondent Experience, Qualifications and References

1. Describe briefly Respondent's background/history, ownership structure, primary location(s) and size (number of offices and employees).
2. Describe any anticipated changes to Respondent's basic ownership structure or any other significant changes in its organization, its management, or key personnel.
3. Describe Respondent's financial capability to provide the services. Be specific. Attach brief evidence of objective details, such as portions of financial statements (if statements are available on-line, refer to URL).
4. CSC Leon strongly supports and encourages diversity and participation of historically disadvantaged business enterprises in contracting, as evidenced in the CSC Leon Purchasing Policy. Attach any evidence of firm certification by the Minority, Women, and Small Business Enterprise Division of the Office of Economic Vitality or comparable public body and identify the qualifying individuals. Non-certified firms may highlight individual investments, e.g., the number and percentage of professionals who are minorities or women.
5. Describe any experience the Respondent or key personnel previously had with any Children's Services Council in Florida or any entity seeking to create one. Please disclose the entity with whom you worked and their primary contact (name, phone number, and email address), and the scope of services and level of engagement you provided.

6. Provide three client reference letters from entities that have used the Respondent for similar services within the last two-three years.

C. Proposed Pricing

Provide CSC Leon with the most competitive price for the completion of each activity included in the SOW.

SECTION 4 – EVALUATION OF RESPONSES

A. Overview

The CSC Leon solicitation committee will independently evaluate Responses, except those deemed non-responsive, using the criteria below. The individual and aggregate scores will be published and then reviewed by the solicitation committee at a public meeting to reach consensus on a final ranking and used to recommend an award.

<i>Evaluation Category</i>	<i>Criteria Description</i>	<i>Points</i>
Experience, Qualifications and References	Detailed organizational structure that reflects business philosophy, financial capabilities, project experience, expertise, stability, history of on-time and on-budget service delivery, and positive, recent references	20
Proposed Pricing		30
Total possible		50

B. Award Recommendation

The solicitation committee will formulate by consensus a recommendation of Contract award that will provide the best value to CSC Leon. “Best value” means the expected outcome that, in CSC Leon’s estimation, provides the greatest overall benefit in response to CSC Leon’s requirements. The solicitation committee will reduce its recommendation to writing, including a description of the basis of its recommendation, and convey that written recommendation to the Purchasing Official. The written recommendation will be a public record available for inspection (particular details may be redacted as authorized by Florida law).

SECTION 5 – AWARD PROCESS

The following outlines the award and contracting process governing this RFP.

1. The Purchasing Official will convey the solicitation committee's written recommendation to the Executive Director, for purposes of planning the meeting at which the CSC Leon Governing Council will consider the recommendation.
2. The Purchasing Official will advise in writing (including email) every Respondent of the solicitation committee's recommendation of award. This notice will include the date, time, and place of the meeting at which the CSC Leon Governing Council will consider the recommendation, which will be at least seven days after the date of the notice. The notice will also describe briefly CSC Leon's protest process.
3. Any protest of a recommended award must be made within seven days after the Purchasing Official communicates notice of the recommended award, and before the CSC Leon Governing Council votes on the recommendation. Failure to provide written notice of protest by certified letter received by CSC Leon within seven days after the Purchasing Official communicates notice of the recommended award will result in respondent waiving its right to protest.
4. No recommendation of award is binding on CSC Leon. Only the CSC Leon Governing Council may approve award of the Contract.
5. If the CSC Leon Governing Council votes to award the contract to a vendor other than the one recommended by the Evaluation Team, within three business days after the Council meeting, the Purchasing Official will advise in writing (including email) every Respondent of the Governing Council's decision. No notice will be given if the Governing Council adopts the Evaluation Team's recommendation of award. If notice is given, it will describe briefly the CSC Leon protest process.
6. Any protest of a final award decision must be made within seven days after the Purchasing Official communicates notice of the award decision. There is no right of protest if the Governing Council adopts the recommendation of award.
7. After Governing Council approval of Contract award and the expiration of any protest period, CSC Leon will execute the written Contract through its Council chairperson or authorized designee.

FORM A – DISCLOSURES AND AFFIRMATION STATEMENT

The undersigned certifies the following with respect to the Respondent and its response; if an unqualified certification is not accurate, attach explanation to this form:

- ❑ The selection of the Respondent will not result in any current or potential conflict of interest with CSC Leon. Alternately, should any potential or existing conflict be known by the Respondent, specify the party with which the conflict exists or might arise, the nature of the conflict, and whether the Respondent would step aside or resign from that engagement creating the conflict, including each of the items below.
- ❑ Whether any officer, director, employee, or agent is also a current or former employee of CSC Leon, or any of the members of the Council, and if there are any factors, financial or otherwise, known to them which may give rise to a conflict of interest between you and CSC Leon and its employees, or have the effect of impacting your ability to meet your responsibilities, duties, and obligations to CSC Leon, as set forth in this ITN, and whether the Respondent would step aside or resign from that engagement creating the conflict. Disclose the name of any CSC Leon member or staff who owns, directly or indirectly, an interest of five percent (5%) or more of your company or any of its branches or affiliates.
- ❑ Any arrangement with any individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to acting as financial advisor for CSC Leon. If applicable, provide a copy of any contract relating to the arrangement and describe in detail the nature of the arrangement and the method of computing compensation.
- ❑ Any person or firm retained for the purpose of seeking to be selected pursuant to this ITN. Will the Respondent pay or be obligated to pay any firm or an individual who is not a full-time employee of the Respondent if the Respondent is awarded a Contract under this ITN? If so, identify the individual or firm, provide specific information relating to compensation paid or to be paid, and provide a copy of any written contract relating to such arrangement.
- ❑ The Response is made without prior understanding, agreement, or connection with any other person or entity submitting a response for the same services, and the response is in all respects fair and without collusion or fraud. The Response is not made in connection with any competing Respondent submitting a separate response to the ITN and is in all respects fair and without collusion or fraud. The Respondent did not directly or indirectly induce any party to submit a false or sham Response or to refrain from responding. The Respondent did not participate in the ITN development process, had no knowledge of the specific contents of the ITN prior to its issuance, and did not involve any employee of CSC Leon directly or indirectly in the Response preparation.

- ❑ The Response is that of the Respondent and has not been copied or obtained from any other person or entity responding to any other competitive solicitation whether in Florida or elsewhere either in the past or present.
- ❑ The Respondent has not been convicted of or entered a plea of nolo contendere to fraud within a period of two years of such conviction.
- ❑ The Respondent and the agents, officers, principals, and professional employees thereof have not and will not participate in any communication prohibited in this ITN.

I hereby certify that all information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent, and that the Respondent is in compliance with all requirements of the ITN.

Authorized Signature (Manual)

Name and Title (Typed)

Date (Typed)

Respondent (Typed)

EXHIBIT 1 – DRAFT CONTRACT

THIS CONTRACT (the “Contract”) is between the Children’s Services Council of Leon County (“CSC Leon”), an independent special district, and _____ (“Contractor”), a _____ (each individually a “Party” and collectively the “Parties”).

WHEREAS, the Contractor responded to CSC Leon’s competitive solicitation entitled *Request for Proposals for Financial Auditing Services*; and,

WHEREAS, CSC Leon has relied on the Contractor's response, and explanations, demonstrations, and revisions thereof, to determine that the Contractor’s offer provides the best value to CSC Leon; and,

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Contractor will provide the services hereafter described.

NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

1. The Contractor shall satisfy the requirements described in the Statement of Work attached as Schedule A, and to the Contract terms and conditions (the “Services”).
2. This is a fixed price Contract. In exchange for acceptable performance of the Services, CSC Leon agrees to pay, and Contractor agrees to accept, the fixed price of \$XX,XXX. The Contract price is all-inclusive, and CSC Leon will not compensate or reimburse the Contractor any other amounts related to Contract performance such as travel expenses, license fees, taxes, miscellaneous expenses, overhead, etc. CSC Leon will pay the Contractor in arrears the price agreed to for each Contract payment milestone identified in Schedule A. CSC Leon will not pay the Contractor any more than the Contract price in exchange for performing the Services. If it becomes necessary for CSC Leon to request the Contractor to render any additional services, either to supplement the Services or to perform additional work related to the Project, then the Parties will execute an amendment to the Contract. Such additional work shall not be performed unless set forth in an amendment. CSC Leon shall not be obligated to pay or reimburse the Contractor more than the amount obligated pursuant to the Contract including amendments.
3. The Contract effective date shall be November 1, 2024, or the date on which the last Party has signed the Contract, whichever is later (the “Effective Date”). The Contract term shall begin on the Effective Date and shall end on March 31, 2029, unless the Contract is terminated earlier as provided herein. CSC Leon’s shall not be obligated to pay for costs incurred related to the Contract prior to its Effective Date or after its ending date.

The Contract term may, upon mutual agreement, be extended for a period no longer than 90 days of the original Contract, if the Contractor's performance of the Services is delayed by causes outside the reasonable control of the Contractor. A Contract time extension is the sole remedy for delays. Contingent upon satisfactory performance, the Parties may, upon mutual agreement, renew the Contract for one additional fiscal year at the same annual audit price.

4. The Parties' contact information for all purposes related to this Contract is:

<u>CSC Leon</u>	<u>Contractor</u>
Dina Snider	<i>Name</i>
dsnider@cscleon.org	<i>Email</i>
2002 Old St. Augustine Road,	<i>Address</i>
Suite A-50	<i>Address</i>
Tallahassee, FL 32301	<i>Address</i>

A Party may designate a different contact person after the Effective Date of the Contract by providing written notice of the change to the other Party's contact, without amendment of the Contract.

5. The Contractor warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Contract, and that deliverables will materially comply with their applicable requirements. The Contractor will re-perform any work not materially in compliance with this warranty which is brought to its attention within 90 days after the work has been performed.
6. CSC Leon is an agency subject to Florida's public records laws. In performing the Services, the Contractor is acting on behalf of CSC Leon as provided under section 119.011(2), Florida Statutes. Accordingly, the Contractor shall:
 - (a) Keep and maintain public records required by CSC Leon to perform the Services.
 - (b) Upon request from CSC Leon's custodian of public records, provide CSC Leon 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 by Florida law.
 - (c) Ensure that 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 public agency.
 - (d) Upon completion of the Contract, transfer, at no cost, to CSC Leon all public records in possession of the Contractor or keep and maintain public records required by

CSC Leon to perform the Services. If the Contractor transfers all public records to CSC Leon upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC Leon, upon request from CSC Leon's custodian of public records, in a format that is compatible with the information technology systems of CSC Leon.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-764-2966 OR INFO@CSCLEON.ORG.

7. CSC Leon may unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.
8. To preserve the public interest in the prudent expenditure of public funds, CSC Leon is authorized to inspect (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of public funds; and (b) programmatic records, papers, and documents of the Contractor which CSC Leon determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by CSC Leon within 10 business days after the request is made.
9. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, subcontractors, officers or employees in the course of performing the Services, including, but not limited to, protected health information as defined in 45 CFR Part 160, personally identifiable information as defined in *HHS Policy for Preparing for and Responding to a Breach of Personally Identifiable Information (PII)* (version 2.0), Doc. No. HHS-OCIO-PIM-2020-05-003, or personal information as defined in section 501.171(1), Florida Statutes (2021). The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
10. All Services will be performed within the continental United States. All data related to or arising from the Contractor's performance of the Services shall remain in, and be maintained in, the continental United States. Neither the Contractor nor any subcontractor shall access such data from outside of the continental United States, nor will they send any

such data outside the continental United States. For purposes of this requirement, "data" means a subset of structured information in a format that allows such information to be electronically retrieved and transmitted.

11. CSC Leon is a public employer as defined in section 448.095, Florida Statutes. Therefore, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees (see <https://www.e-verify.gov/>). Any subcontractors engaged by the Contractor to provide Services for work on the Contract must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall maintain a copy of such affidavit for the duration of the Contract.
12. The Contractor agrees to indemnify, protect, defend and hold harmless CSC Leon, its current and future Council members, officers, employees, agents, representatives, successors and assigns (the "CSC Leon Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which CSC Leon Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Contractor's performance of the Services or the activities of the Contractor in connection with the Services or the Contractor's breach of this Contract: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of law; and (iv) misappropriation, infringement or misuse of intellectual property rights of a third party; except to the extent any such Losses were caused primarily by the willful misconduct or omissions of the CSC Leon Indemnitees, or any of them. The Contractor's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for the Contractor under any available insurance coverage or statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.
13. This Contract shall be governed by the laws of the State of Florida without regard to its conflict of laws provision. The exclusive venue for any lawsuits, actions or proceedings arising in connection with this Contract shall be the state courts of Leon County, Florida; in any such action Florida law will apply, the Parties waive any right to jury trial, and the prevailing Party is entitled to recovery of reasonable attorneys' fees.
14. If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions, it being the intention of the Parties that this Contract be so construed as to render enforceable that portion of this Contract unaffected by such holding. The contractual provisions shall be deemed severable.

15. CSC Leon may terminate the Contract if the Contractor fails to (1) maintain adequate progress, thus endangering timely performance of the Contract, (2) honor any material term of the Contract, or (3) abide by any material legal requirement. Before exercising its right to terminate, CSC Leon will provide the Contractor at least ten days written notice and opportunity to cure.
16. If either Party shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, adverse weather conditions (including but not limited to tropical storms and hurricanes), epidemic or pandemic, war or other reasons of a like nature not the fault of the Party delayed (all of such reasons or causes referred to as "Force Majeure"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay. The exclusive relief for a Force Majeure event will be receipt of an extension of the schedule for the performance of the Services or other act required under the Contract.
17. The relationship between CSC Leon and the Contractor is that of customer and service provider, and nothing contained in this Contract shall be deemed or construed as creating the relationship of principal and agent, or of partnership, or of a joint venture between CSC Leon and the Contractor in respect to the Services or otherwise.
18. The Contractor shall take all actions necessary to ensure that the Contractor's employees, subcontractors and other agents are not employees of CSC Leon. Such actions include, but are not limited to, ensuring that the Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, and unemployment) from an employer other than CSC Leon.
19. The Contractor shall not permit this Contract or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of CSC Leon at its sole and absolute discretion. No such written authorization, however, shall be construed as discharging or releasing the Contractor from the fulfillment of obligations under this Contract. This Contract shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.
20. The execution and performance of this Contract by each Party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Contract constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms.

21. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the CSC Leon in writing if its ability to perform is compromised in any manner during the term of the Contract.
22. CSC Leon and the Contractor are the exclusive Parties to this Contract, and no other individual or entity is intended to have, nor shall any individual or entity be deemed to have, any rights, benefits, privileges, causes of action, rights of action or remedies as a third-party beneficiary to or under this Contract or otherwise.
23. This Contract and any amendment made in accordance with the terms hereof may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
24. Every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
25. Failure by either Party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Contract. Such a waiver may be made only by an instrument in writing signed by the Party sought to be charged with the waiver.
26. This Contract (including exhibits) contains all the agreements of the Parties with respect to the subject matter herein. There have been no representations made by either Party or understandings made between the Parties express or implied with respect to the subject matter hereof other than those set forth in this Contract. This Contract may not be modified except by a written instrument duly executed by the Parties. The Parties have had an opportunity to negotiate this Contract and to consult with counsel; accordingly, the rule of interpretation known as "construction against the drafter" will not apply to this Contract.

[signatures on next page]

IN WITNESS WHEREOF, each Party has caused this Contract to be executed by its duly authorized representatives.

CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

By:
Its:
Date: ____, 2024

[CONTRACTOR NAME]

By:
Its:
Date: ____, 2024

DRAFT

SCHEDULE A - STATEMENT OF WORK

A. Purpose

The scope of work will include an annual, independent audit of The Children's Services Council of Leon County (CSC Leon) for five fiscal years. This includes complete financial and compliance auditing services for:

- FY2023-2024,
- FY2024-2025,
- FY2025-2026,
- FY2026-2027, and
- FY2027-2028.

Each audit shall be conducted in accordance with chapter 10.550 of the Rules of the Auditor General of the State of Florida (9-30-22) (available at https://flauditor.gov/pages/pdf_files/10_550.pdf).

B. Deliverables

1. Auditing services for FY 2023-2024: October 1, 2023 - September 30, 2024

Vendor will review of all financial statements, basic financial statements and notes to the financial statements as applicable for fiscal year 2023-2024 for analysis of mathematical and compliance integrity.

Vendor will complete an audit report by a certified public accountant to include:

- a. Audit findings on internal control and compliance, management letter, schedule of findings and questioned costs.
- b. Management letter to include:
 - i. Statement describing the results of the auditor's determination
 - ii. Statement that the auditor applied financial condition assessments pursuant to Section 10.556(8) Rules of the Auditor General.
- c. Supplemental information as applicable such as budgetary comparison information.

Vendor will present the findings of the aforementioned audit to the CSC Leon Audit Committee for review and discussion.

2. Auditing services for FY 2024-2025: October 1, 2024 - September 30, 2025

Vendor will review of all financial statements, basic financial statements and notes to the financial statements as applicable for fiscal year 2024-2025 for analysis of mathematical and compliance integrity.

Vendor will complete an audit report by a certified public accountant to include:

- a. Audit findings on internal control and compliance, management letter, schedule of findings and questioned costs.
- b. Management letter to include:
 - i. Statement describing the results of the auditor's determination
 - ii. Statement that the auditor applied financial condition assessments pursuant to Section 10.556(8) Rules of the Auditor General.
- c. Supplemental information as applicable such as budgetary comparison information.

Vendor will present the findings of the aforementioned audit to the CSC Leon Audit Committee for review and discussion.

3. Auditing services for FY 2025-2026: October 1, 2025 - September 30, 2026

Vendor will review of all financial statements, basic financial statements and notes to the financial statements as applicable for fiscal year 2025-2026 for analysis of mathematical and compliance integrity.

Vendor will complete an audit report by a certified public accountant to include:

- d. Audit findings on internal control and compliance, management letter, schedule of findings and questioned costs.
- e. Management letter to include:
 - i. Statement describing the results of the auditor's determination
 - ii. Statement that the auditor applied financial condition assessments pursuant to Section 10.556(8) Rules of the Auditor General.
- f. Supplemental information as applicable such as budgetary comparison information.

Vendor will present the findings of the aforementioned audit to the CSC Leon Audit Committee for review and discussion.

4. Auditing services for FY 2026-2027: October 1, 2026 - September 30, 2027

Vendor will review of all financial statements, basic financial statements and notes to the financial statements as applicable for fiscal year 2026-2027 for analysis of mathematical and compliance integrity.

Vendor will complete an audit report by a certified public accountant to include:

- g. Audit findings on internal control and compliance, management letter, schedule of findings and questioned costs.
- h. Management letter to include:
 - i. Statement describing the results of the auditor's determination
 - ii. Statement that the auditor applied financial condition assessments pursuant to Section 10.556(8) Rules of the Auditor General.
- i. Supplemental information as applicable such as budgetary comparison information.

Vendor will present the findings of the aforementioned audit to the CSC Leon Audit Committee for review and discussion.

5. *Auditing services for FY 2027-2028: October 1, 2027 - September 30, 2028*

Vendor will review of all financial statements, basic financial statements and notes to the financial statements as applicable for fiscal year 2027-2028 for analysis of mathematical and compliance integrity.

Vendor will complete an audit report by a certified public accountant to include:

- j. Audit findings on internal control and compliance, management letter, schedule of findings and questioned costs.
- k. Management letter to include:
 - i. Statement describing the results of the auditor’s determination
 - ii. Statement that the auditor applied financial condition assessments pursuant to Section 10.556(8) Rules of the Auditor General.
- l. Supplemental information as applicable such as budgetary comparison information.

Vendor will present the findings of the aforementioned audit to the CSC Leon Audit Committee for review and discussion.

C. Timeline & Payment Schedule

CSC Leon anticipates issuing a contract commencing November 1, 2024, and concluding March 30, 2029, to correspond with the completion and submission of audit reports corresponding to FY 2023-2024, FY 2024-2025, FY2024-2026, FY2026-2027 and FY 2027-2028.

<i>Deliverable</i>	<i>Preparation Dates</i>	<i>Report Due Date</i>	<i>Contract Payment</i>
Financial Audit report, FY 2023-2024	November 2024 – January 2025	February 1, 2025	20%
Financial Audit report, FY 2024-2025	November 2025 – January 2026	February 1, 2026	20%
Financial Audit report, FY 2025-2026	November 2026 – January 2027	February 1, 2027	20%
Financial Audit report, FY 2026-2027	November 2027 – January 2028	February 1, 2028	20%
Financial Audit report, FY 2027-2028	November 2028 – January 2029	February 1, 2029	20%