

RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION

REQUEST FOR PROPOSAL TO PROVIDE AUDIT SERVICES

April, 2016

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	3
II. SERVICES TO BE PROVIDED	3
III. CONTACT PERSON	5
IV. DESCRIPTION OF TPO	6
V. STAFF ASSISTANCE PROVIDED TO THE AUDITOR AND REPORT PREPARATION	6
VI. PROPOSAL MINIMUM REQUIREMENTS	6
VII. PUBLIC ENTITY CRIME ACT	7
VIII. DBE/MINORITY BUSINESS PARTICIPATION	8
IX. CONTENT AND FORMAT OF THE TECHNICAL PROPOSAL	10
X. SUBMISSION OF PROPOSALS	16
XI. TENTATIVE SCHEDULE FOR SELECTION OF AUDITOR AND ENGAGEMENT PERFORMANCE	18
XII. TERMS OF AGREEMENT	19
XIII. PROPOSAL EVALUATION CRITERIA	20

I. INTRODUCTION.

The River to Sea Transportation Planning Organization, the “TPO,” is requesting proposals from qualified certified public accountants, the “Auditor,” to provide auditing services for the fiscal years ending June 30, 2016, June 30, 2017, and June 30, 2018. After the initial three (3)-year term, the contract between the TPO and the Auditor may be renewed annually for an additional two (2) years. The audits must be performed in accordance with the following, each as amended from time-to-time, and other controlling legal principles and sound and generally accepted accounting practices and principles.

- Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accounts.
- Government Auditing Standards issued by the Comptroller General of the United States as adopted by the State of Florida Board of Accountancy.
- Provisions of the *Federal Single Audit Act of 1984* (as amended).
- Provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations*.
- Provisions of 2 *Code of Federal Regulations* Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards.
- The Rules of the Auditor General, State of Florida, Chapters 10.550 and 10.650.
- Sections 218.39 and 215.97, *Florida Statutes*, and other *Florida Statutes*, as applicable.
- Title 49 Transportation, *United States Code*.
- Rules of the Florida Department of Financial Services.

II. SERVICES TO BE PROVIDED.

A. Scope of Work.

The scope of work to be performed includes the annual audit of the TPO’s general purpose financial statements to express an opinion on the fair presentation of its basic financial statements in conformity with the accounting

principles generally accepted in the United States of America and the financial reporting requirement of Governmental Accounting Standards Board Statement No. 34, *“Basic Financial Statements – and Management’s Discussion and Analysis for State and Local Governments.”* All major grant programs must be audited at the fund level.

The Auditor shall be responsible for performing certain limited procedures involving the required Management’s Discussion and Analysis and the required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The Auditor shall audit the schedule of Federal and State financial assistance.

The Auditor shall provide all opinions required by the Auditor General and State and Federal grantors associated with the annual financial report and as necessary for grant compliance.

The Auditor may be requested to perform other auditing services at the discretion of the TPO. Any such additional work agreed to between the TPO and the firm shall be performed only upon a written agreement.

B. Reports to be Issued.

1. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.
2. A report on the internal control structure based on the Auditor’s understanding of the control structure and assessment of control risk.
3. A report on compliance with laws and regulations.
4. A “management letter” required by Section 218.39(4), *Florida Statutes*.
5. Reports required by the *Single Audit Act of 1996* and OMB Circular A-133 to include:
 - a. An “in-relation-to” report on the schedule of expenditures of Federal and State financial assistance.
 - b. An opinion on the financial statements and on the supplementary schedule of expenditures of Federal awards and State financial assistance.

- c. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - d. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Office of Management and Budget Circular A-133.
 - e. A schedule of findings and questioned costs.
 - f. A report on compliance with requirements applicable to State grants-in-aid appropriations.
 - g. For any irregularities and illegal acts, the Auditor shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware to the Director of Finance, Executive Director and Governing Board Chairman, as appropriate.
6. Other reports and schedules deemed necessary by grant requirements or changing accounting rules.

Use of the audited financial statements, opinions or any of the above named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

The Auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America by the 2nd week in October for the previous fiscal year ending June 30, along with the required reports on internal control structure and compliance with laws and regulations, and any written or oral communications required to the TPO Governing Board.

III. CONTACT PERSON

The Auditor's principal contact with the TPO will be:

Herbert M. Seely
Chief Financial Officer
River to Sea TPO
2570 W. International Speedway Blvd.
Suite 100

Daytona Beach, Florida 32114
hseely@r2ctpo.org
Phone: 386.226.0422, ext. 20423
Fax: 386.226.0428

IV. DESCRIPTION OF THE TPO

The TPO is charged with the overall responsibility for preparation, approval, and implementation of the urban transportation planning and programming process for the Metropolitan Planning Area served by the TPO and all plans and programs that are developed through the process. The TPO is responsible for defining transportation related goals and objectives and ensuring that the transportation planning process embodies these goals and objectives.

V. STAFF ASSISTANCE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

The TPO's accounting staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and reasonable explanations. The TPO staff will prepare the financial statements and following supporting statements and schedule:

Physical Inventory
Fixed Assets Schedules
Bank and Investment Confirmations
Revenue Confirmations
GMS generated reports
Accrued Payroll
Receivables Schedule
Prepaid Expenses Subsidiary Schedule
Accounts Payable Subsidiary Schedule
Bank Reconciliations
Schedule of Expenditures of Federal Awards and State of Florida Financial Assistance
Individual Fund Statements
MD&A

The TPO will be responsible for the preparation, editing, printing, and distribution of the Annual Financial Report.

VI. PROPOSAL MANDATORY REQUIREMENTS AND OTHER REQUIREMENT

MANDATORY REQUIREMENTS

To qualify to submit a proposal to the TPO, the firm must meet the following mandatory requirements:

- A. The firm must have been established as a legal entity, be licensed in the State of Florida, and the principals of the firm must have performed continuous certified public accounting services for a minimum of five (5) years.
- B. The firm must meet the independence and education requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States.
- C. The firm must have no record of substandard work.
- D. The firm working on the audit must have governmental audit experience, including experience auditing Federal and State financial assistance programs. Experience including Federal Highway Administration Unified Planning Work Program Planning grants and Federal Transit Administration Unified Planning Work Program Section 5305d grants would be helpful.
- E. All individuals who will be working on the audit must meet the requirements of Chapter 3 *GAO, Government Auditing Standards for Continuing Professional Education*.
- F. References of three (3) governmental clients of the proposing office, including name, title and phone number.

OTHER REQUIREMENT

- G. The audit is to be completed, and the partner in charge of the audit must be available to present the final report to the TPO Executive Committee and TPO Governing Board during its regular scheduled meeting.

VII. PUBLIC ENTITY CRIME ACT

Any person or firm submitting a response to this RFP must confirm that it is not on the convicted vendors list maintained by the Florida Department of Management Services and must acknowledge that it has been notified of the following:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract for repair of a public building or public work, may not submit a bid on public leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

VIII. DBE/MINORITY BUSINESS PARTICIPATION

- A. All contractors are encouraged to assist Florida's small and minority businesses in doing business with the TPO. Each contractor in assisting small and minority businesses will help to expand and develop the small and minority business sector of the counties represented by members of the TPO.
- B. Definitions.
 - 1. *"Certified Minority Business Enterprise"* means a business enterprise which has been certified by the State of Florida Department of Management Services as a minority business enterprise in accordance with the provisions of the *"Small and Minority Business Assistance Act of 1985"*.
 - 2. *"Minority Business Enterprise"* means any small business concern which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least fifty-one percent (51%) owned by minority persons, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
 - 3. *"Minority Person"* means a lawful permanent resident of Florida who is:
 - a. A Black American – a person having origins in any of the Black racial groups in Africa.
 - b. A Hispanic-American – a person of Spanish or Portuguese culture, with origins in Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American – a person having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island, including the Hawaiian Islands prior to 1778.

- d. A Native American – a person who having origins in any of the Indian Tribes of North America prior to 1835.
 - e. An American woman.
4. “*Small Business*” means an independently owned and operated business concern which employs fifty (50) or fewer full-time employees, and which has a net worth of not more than one million dollars (\$1,000,000.00). As applicable to sole proprietorships, the one million dollars (\$1,000,000.00) net worth requirement shall include both personal and business investments.

C. TPO Selection Procedures.

- 1. The TPO shall make a good faith effort to provide interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of contracts or the availability of jobs;
- 2. The TPO shall make a good faith effort to effectively use services and resources of available minority community organizations, minority contractors’ groups, local, State, and Federal minority business assistance officers, and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and
- 3. The TPO shall make a good faith effort to provide written notice to a reasonable number of minority business enterprises that their interest in contracting with the TPO is being solicited in sufficient time to allow the minority business enterprises to participate effectively.

- D. The Minority Business Enterprise (MBE) Directory for the TPO shall be based upon the vendors list of certified minority business enterprises prepared and maintained by the State of Florida Department of Management Services pursuant to Section 287.0343, *Florida Statutes*. In addition, any business which the Small Business Administration has identified as an 8(a) firm shall be eligible for listing in the Directory. The purpose of this Directory is to enable the TPO's prime contractors to identify and utilize minority business enterprises.
- E. The above sections notwithstanding, the TPO shall comply with the goals and procedures as laid out in the TPO's Disadvantaged Business Enterprise (DBE) program as adopted on March 27, 2007.

IX. CONTENT AND FORMAT OF THE TECHNICAL PROPOSAL

Proposals shall be submitted in hardcopy format and shall be placed into a sealed envelope or sealed box and clearly marked with the vendor's name, whether technical proposal or Fee (cost) proposal Audit Services, and due date on the front of the envelope or sealed box. Proposals shall not refer to electronic media such as a website, compact disks, or tapes in order to obtain the required information or submittals.

A. Title Page.

Title page should include a description of the proposal, the name and address of the proposing firm, the name, title, phone number and e-mail address of the contact person and the date of the proposal.

B. Table of Contents.

Provide a clear identification of the material by section and page number.

C. Transmittal Letter.

The transmittal letter should provide a brief overview of the proposal stating the proposer's understanding of the work to be done consistent with the material presented in the rest of the proposal, a commitment to perform the work within the time period, and statements why the firm believes itself to be best qualified to perform the engagement. The transmittal letter should be signed by the person who will be responsible for the engagement and able to legally bind the audit firm by signing the contract should the firm be the successful proposer.

D. Firm Profile.

The purpose of the technical proposal is to demonstrate the

qualifications, competence and capacity of the firms seeking to undertake and independent audit of the TPO in conformity with the requirements of this RFP. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement and specify an audit approach that will meet the requirements of this RFP. While other data may be included, the following items must be presented, as they represent the criteria against which the proposal will be evaluated

1. Proposing Office Profile.

Description and history of the firm including whether the firm is local, regional, or national. There is no specific format for this section, and should be limited to three (3) pages. No more than one office should be presented in this section. The following information must be included in this section:

- Location of the office from which the work is to be done.
- Size of the firm, size of the firm's governmental audit staff, the number of personnel in that office who will be working on this audit and whether they are full-time or part-time staff.
- The relevant prior governmental audit experience of the proposing office.
- The number of professional staff identified as partners, managers, seniors and staff, segregated by audit, tax and other.
- The number of professional staff identified as partners, managers, seniors and staff with governmental experience.
- A description of the process for resolving significant accounting and auditing issues.
- A description of the office commitment to staff continuity.

E. Independence.

State the firm's status with regard to independence from the TPO in accordance with generally accepted auditing standards and *Government Auditing Standards*.

F. License to Practice in Florida.

An affirmative statement should be included indicating the firm and all assigned key professional staff are properly registered to practice in the State of Florida. Indicate if there have been any complaints filed against the firm with the Department of Business and Professional Regulation or the State Board of Accountancy during the past five (5) years. Indicate the outcome of any complaints filed. Disclose any unresolved or pending regulatory disciplinary actions and/or litigation including negative declaration, if applicable.

G. Peer Review Report.

Provide a description of the firm's approach to peer review and a copy of the firm's most recent external peer review report. Indicate whether that peer review included a review of local government client activities.

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

H. Insurance.

Description of insurance coverage maintained by the firm. Minimum requirements are:

1. Workers Compensation - \$100,000.
2. General Commercial Liability - \$1,000,000 per occurrence, Combined Single Limits (CSL) or equivalent.
3. Professional Liability, Malpractice and Errors and Omissions - limits not less than \$1,000,000 per claim.
4. Business Automobile Liability for owned, non-owned and hired vehicles - limits not less than \$1,000,000 per occurrence, Combined Single Limits (CSL) or equivalent.

The TPO shall be included as an additional insured to the above policies, and insurer shall agree to waive all rights of subrogation against the TPO, its officers, Governing Board members, officials, employees and volunteers for losses arising from work performed by the Auditor for the

TPO.

Compliance with these insurance requirements shall not relieve or limit the Auditor's liabilities and obligations under this contract. Failure of the TPO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the TPO to identify a deficiency from evidence provided will not be construed as a waiver of the Auditor's obligation to maintain such insurance.

No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TPO.

I. Contractual Indemnification

The Auditor shall indemnify, defend, and hold harmless the TPO and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Auditor, its agents, or employees, during the performance of the contract.

J. Qualifications of Engagement Team

This section should describe the qualifications of only those engagement team members assigned to the audit. Other firm members may be included in the Proposing Office Profile above and/or Summary of Special Services Section below. The following must be included in this section:

- A Schedule of Engagement Team Member Participation and Qualifications. Do not include hours or dollar amounts on this schedule. The purpose of this schedule is to evaluate the level of expertise of audit staff assigned to the engagement.
- Resumes of each Engagement Team Member summarized as follows:

Education	Degree, College/University, Year Graduated
Experience	Years in Public Accounting Years with Firm Years of Single Audit Experience Years of Governmental Experience Other Governmental Clients Audited Percent of time spent on government engagements

Specialized Training: Governmental CPE hours earned since January 1,

2015

Professional Memberships: List only those of an accounting or financial nature

- Overview of firm's continuing professional education program. Indicate firm's procedures for ensuring compliance with the CPE requirements as set forth in *Government Auditing Standards*.

K. Engagements with Other Nonprofits and Governmental Entities.

The following information must be included in the Proposal:

- A brief description of the firm's governmental credentials.
- A brief description of the firm's single audit credentials.
- A brief description of the firm's governmental experience in the State of Florida within the last five (5) years.
- A brief description of the firm's experience with Federal and State transportation grants.
- A list of governmental clients currently served by the proposing office.
- References of three governmental clients of the proposing office, including name, title and phone number.

L. Specific Audit Approach.

This section should provide the detailed audit approach your firm will use on the engagement. The following areas must be addressed in this section:

- The applicants should provide a preliminary schedule for performing "key" phases of the audit.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Approach to be taken to gain and document an understanding of the auditee's internal control structure.

- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.
- Federal awards (indicate how the requirements of the *Federal Single Audit Act* and OMB Circular A-133 will be met and discuss approach to meeting the audit certification requirements of 49 *Code of Federal Regulations* 18.26.)

M. Engagement Timing and Assurances.

Give an express statement regarding willingness and ability to meet the timeline for delivery of the final audit report to the TPO Governing Board by the regularly scheduled meeting of October or November for each audited year ending the prior June 30th.

N. Fee Proposal, Total All-Inclusive Maximum Price, Billing and Payment.

In a **SEPARATE SEALED ENVELOPE MARKED "FEES"**, please submit an all-inclusive fixed fee proposal for auditing, separately stated for each of the fiscal years indicated in Section I above to be performed under this RFP. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The fee proposal shall include a statement that the audit firm understands that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term, regardless of changes in accounting principles, or State or Federal laws, rules and requirements associated with the annual financial report. The TPO expects to sign a contract with the successful proposer for a three (3) year period that may be extended annually; however, in no event shall it exceed a total term of five (5) years.

In addition, please provide single hourly rates for each classification of engagement personnel which would apply if the TPO were to request additional work beyond the scope of services in this RFP.

Progress payments not to exceed seventy-five percent (75%) of the total fee may be made upon the invoice request of the proposer in accordance with a mutually agreed upon schedule based on percentage of the engagement work completed. Final payment shall be made upon receipt and acceptance of the final audit reports, opinion letters and management letter by the TPO's Governing Board and upon invoice request by the Auditor.

X. SUBMISSION OF PROPOSALS

A. Proposal Due Date.

Five (5) copies of each proposal must be submitted in a sealed envelope and received by the TPO no later than 12:00 noon, Monday, April 18, 2016. Any proposals received late will be considered non-conforming and will not be opened or considered. Proposals will not be accepted by facsimile. The sealed envelopes should be addressed as follows:

Proposal to Provide Auditing Services

Herbert M. Seely
Chief Financial Officer
TPO
2570 W. International Speedway Blvd.
Suite 100
Daytona Beach, FL 32114

B. Request for Additional Information.

A proposer shall furnish such additional information as the TPO may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The TPO reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

C. Addendum and Amendment to RFP.

If it becomes necessary to revise or amend any part of this Request for Proposal, the revision will be placed on the TPO's website at www.r2ctpo.org and furnished by written Addendum to all prospective proposers who requested a Request for Proposal packet be sent to them by mail.

D. Proposals Binding.

All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals.

E. Incurred Expenses.

The TPO is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFP.

F. Proprietary Information.

In accordance with Chapter 119, *Florida Statutes* (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the RFP and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The TPO will consider a proposer's opinions regarding the applicability of Chapter 119, *Florida Statutes*, but shall not be obligated to concur in such opinions.

All proposals received from proposers in response to this RFP will become the property of the TPO and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the TPO.

G. Acceptance/Rejection/Modification to Proposals.

A response to this RFP does not constitute a bid; therefore, the TPO retains its right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification. The TPO reserves the right to negotiate modifications to proposals that it deems acceptable, to reject any and all proposals, and to waive minor irregularities. The TPO further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the TPO to do so.

H. Drug-Free Workplace Preference:

In accordance with Section 287.087, *Florida Statutes*, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and services are received by the TPO for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

I. No Collusion:

By offering submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers or parties to this competitive proposal whatsoever. All interested parties are instructed and cautioned not to contact staff or TPO Governing Board members, as attempts to lobby or persuade may result in disqualification. All inquiries and questions should be directed in writing as listed in Section III above.

J. Non Submission:

Any proposals that are submitted and do not include all the information that was requested in the RFP will be considered a non-submission and will be rejected.

XI. TENTATIVE SCHEDULE FOR SELECTION OF AUDITOR AND ENGAGEMENT PERFORMANCE.

- Deadline for return of proposal: 12:00 noon , Monday April 18, 2016.
- Rankings by the Selection Committee - April 27, 2016.
- Rankings submitted to the TPO Governing Board - May 25, 2016.
- Planning and interim audit procedures, if needed – June 6.
- Trial balances and supporting schedules submitted to Auditor in July.
- Auditors to begin year end work no later than the second week of August.
- Auditors to complete field work second week of October.
- Auditors to provide final management comments second week of October
- Auditors to submit photo-ready copy of annual financial statements, opinions and reports on financial statements and compliance - second week of October.
- Auditors to present results of the audit to the TPO Governing Board in November or December.

The TPO encourages firms to propose schedules that accomplish as much work at interim as possible in order to ensure timely issuance of reports at year end.

XII. TERMS OF Agreement.

The Agreement to be entered into with the successful proposer will include, but not be limited to:

- A. Fees and costs specified in the proposal will remain firm for the period of the contract.
- B. Contract period shall be for the three (3) fiscal years ending June 30, 2016, through and including June 30, 2018 with a possible annual extension up to two (2) additional years.
- C. The Auditor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Auditor shall carry out applicable requirements of 49 *Code of Federal Regulations* Part 26 in the award and administration of USDOT assisted contracts. Failure by the Auditor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the TPO deems appropriate.
- D. The proposer shall agree to indemnify and hold harmless the TPO, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the agreement whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the agreement between the parties.
- E. An understanding and agreement by and between the proposer and the TPO that the completion time, as specified in the Auditor's submission, is an **ESSENTIAL CONDITION OF THE CONTRACT**. The Auditor shall agree that all work shall be performed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.
- F. The Auditor is, and shall be, in the performance of all work services and activities under this contract, an independent contractor and not an employee, agent or servant of the TPO. All persons engaged in any of the work or services performed pursuant to this contract shall, at all times and in all places, be subject to the Auditor's sole direction, supervision, and control. The Auditor shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the Auditor's relationship and the relationship of its employees to the TPO shall be that of

an independent contractor and not as employees or agents of the TPO.

G. Successors and Assigns.

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

H. Remedies.

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Volusia County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XIV. PROPOSAL EVALUATION CRITERIA.

The proposals will be evaluated by the Auditor Selection Committee to be established by the TPO Chairman. Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the TPO. The selection committee will evaluate and rank proposals based on a weighted score point formula. The committee does not anticipate oral interviews, but reserves the right to call ranked proposers if needed. The Selection Committee will rank the finalists and make a recommendation to the TPO Governing Board at the May 25, 2016, meeting. The TPO Governing Board has the authority to change the rankings and make the final award decision and authorize staff to negotiate a contract with the chosen firm.

Selection Committee rankings of proposals will be evaluated on the following criteria:

A. Corporate Qualifications 20 points

- Firm's independence and license to practice in Florida.

- Firm's professional personnel have received adequate continuing governmental education within the prior two (2) years.
- Inclusion of a copy of the most recent AICPA Quality Review control peer review report and the firm's record of quality audit work.
- Agreement to meet the TPO's general contract terms and conditions.

B. Technical Qualifications (Expertise and Experience) 40 points

- Firm's past experience and performance on comparable Engagements.
- Size of governmental audit staff.
- Qualification and experience of proposed key engagement team members to be assigned to the engagement and quality of firm's management support personnel available for technical consultation.
- Firm's past experience and performance with governmental audits.
- Firm's past experience and performance with single audits and tests of compliance with laws and regulations.
- Information on the results of any Federal or State desk reviews or field reviews of audits during the past three (3) years and any disciplinary action taken or pending against it with State of Florida regulatory bodies or professional organizations.
- Ability to perform additional services and provide technical support throughout the period of the engagement.

C. Management Plan/Audit Approach 20 points

- Adequacy of proposed staffing plan.
- Approach to the audit - work plan.

- | | | |
|----|---|-----------|
| D. | <u>Responses of Identified References</u> | 10 points |
| E. | <u>Fees & Location of the Firm</u> | 10 points |

- COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM**