



**REQUEST FOR PROPOSALS  
AUDIT SERVICES  
GULF CONSORTIUM**

Notice is hereby given that the Gulf Consortium will be receiving sealed responses to Request for Proposals at the offices of the Florida Association of Counties, 100 South Monroe Street, Tallahassee, Florida 32301, for:

**REQUEST FOR PROPOSALS  
INDEPENDENT AUDIT SERVICES FOR THE GULF CONSORTIUM**

The Gulf Consortium ("the Consortium") intends to enter into an agreement with an experienced and qualified professional firm to provide audit services required by Chapter 218, Florida Statutes, and rules adopted by the Auditor General of the State of Florida, including an audit report consisting of a financial audit of the Consortium, an audit of financial accounts and records, including all reports, management letters, and financial statements that may be required, and other audit services requested by the Consortium.

**REQUEST FOR PROPOSALS DUE DATE: 10:00 a.m., Eastern, November 3, 2014  
GULF CONSORTIUM  
OFFICES OF FLORIDA ASSOCIATION OF COUNTIES, INC.  
100 SOUTH MONROE STREET  
TALLAHASSEE, FLORIDA 32301**

Documents can be obtained by contacting the Consortium Interim Manager at 850-922-4300. They are also available online at [www.FACRestore.com](http://www.FACRestore.com). If you have any questions, please call Ginger Delegal at the Florida Association of Counties at 850-922-4300.

Notice provided on the Gulf Consortium website at: [www.FACRestore.com](http://www.FACRestore.com)

**GULF CONSORTIUM**  
**Request for Proposals for Audit Services**  
**For FY 2013-14**

The Gulf Consortium, a political entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties ("the Consortium"), with this Request for Proposals ("RFP") for Audit Services is seeking to select an auditor or auditing firm ("Auditor") that clearly demonstrates the highest level of ability and proven reliability to perform the auditing services for the Consortium as required by this RFP and by the provisions of section 218.39, Florida Statutes. Such auditing services will include an audit report, consisting of a financial audit of the Consortium, an audit of its financial accounts and records, including all reports, management letters, and financial statements required by Chapter 218, Florida Statutes, and the rules adopted by the Auditor General of the State of Florida, and any other auditing services that may be required by the Consortium.

**SECTION 1. INTRODUCTION**

**1.1 Background.**

In response to the explosion of and the resulting oil spill from the Deepwater Horizon offshore drilling rig in the Gulf of Mexico on April 20, 2010 (Deepwater Horizon Oil Spill), the United States Congress enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (title 1, subtitle F of Public Law 112-141) as part of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act. The RESTORE Act was passed by Congress on June 29, 2012 and signed into law on July 6, 2012 by the President.

The RESTORE Act establishes funding from a portion of the administrative and civil penalties under the Federal Water Pollution Control Act from the Deepwater Horizon Oil Spill for the ecological and economic restoration of the Gulf Coast region. The RESTORE Act directs funding for the development and implementation of the State Expenditure Plan in each of the five Gulf Coast States.

The Gulf Consortium is a public entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties, from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida and the United States.

Florida's 23 Gulf Coast Counties formed the Consortium to meet requirements of the RESTORE Act for Florida to develop a State Expenditure Plan. The Consortium Board of Directors consists of one representative from each county government and six members appointed by the Governor. As a public entity, the Consortium must meet all government transparency requirements in Florida, including open public records and meetings, ethics and state auditing obligations.

The Gulf Consortium is working with Florida's Governor, state agencies and other restoration partners to advance common goals, reduce duplication, and maximize

benefits to the Gulf Coast region. To this end, the Governor and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to further the collective objectives of maximizing efficiencies and revenue opportunities under the RESTORE Act. The Governor's appointees represent diverse interests to provide input and guidance to the Consortium on policies and criteria used to select projects, activities and programs for inclusion in the State Expenditure Plan.

### **1.2. FY 2013/14 Budget.**

The Consortium is a newly created governmental entity. At this point, the Consortium functions with modest resources provided directly by its 23 member counties. In fact, during FY 2013/14, the only source of revenue to fund the Consortium's budget was direct county contributions. The FY 2013/14 total budget was a little over \$140,000. Almost exactly the same budget for FY 2014/15 was adopted by the Consortium's Board of Directors on September 17, 2014, including only a \$3,000 expenditure for the independent audit for 13/14. The remainder of the work of the Consortium is accomplished through the in-kind contributions of the Florida Association of Counties, Inc., Nabors, Giblin & Nickerson, P.A., and Leon County.

At some point in the future, the Consortium anticipates that it will receive RESTORE Act funding for developing the State Expenditure Plan from the Gulf Coast Ecosystem Restoration Trust Fund. Due to uncertainty associated with ongoing litigation, the ultimate amount of administrative and civil penalties that may be deposited into the Trust Fund, as well as the timing of their availability, are unknown. There are two other factors affecting the amount and availability of Trust Funds to the Consortium. The timing is dependent upon the finalization of the RESTORE Act rules by the United States Department of the Treasury. The timing and amount also depend on the promulgation and finalization of Restoration Council regulations.

## **SECTION 2. PERFORMANCE SPECIFICATIONS**

### **2.1. Compliance Requirements.**

The audit, of the Consortium, must be performed in compliance with the requirements of all of the following:

- Sections 11.45 and 218.39, Florida Statutes
- Regulations of the Florida Department of Banking & Finance
- Rules adopted by the auditor General, relating to local government audits
- Audits of State and Local Governmental Units – American Institute of Certified Public Accountants
- Generally Accepted Auditing Standards and generally Accepted Accounting Principles adopted by the Board of Accountancy under Chapter 473, Florida Statutes
- Government Auditing Standards
- State of Florida Single Audit Act

### **2.2. Project Completion Date.**

The Auditor must submit a final and complete opinion and report no later than April 15, 2015.

**2.3. Deliverable Copies.**

The Auditor will provide 35 paper copies and two electronic copies on CDs of the final combined audit report, which will include the individual audits, management letters, and any reports on internal control for the Consortium, and Federal/State Financial Assistance reports.

**2.4. Report Preparation.**

The Auditor will prepare the Comptroller's Local Government Financial Report for the Consortium.

**2.5. Final Presentations.**

The partner in charge of the audit and the audit manager must be available to attend an Executive Committee and a Board of Directors meeting of the Consortium, as requested, to discuss the Audit.

**2.6. Final Conference.**

The Auditor will conduct an exit conference with the Consortium or its designee.

**SECTION 3. TERM OF CONTRACT**

The Consortium anticipates that the term of the agreement will be for one year and its scope will include only the audit of FY 2013/14. Because of the uncertainties on funding, as mentioned above, a longer term contract is too speculative at this time.

**SECTION 4. INSTRUCTIONS FOR PROPOSALS**

**4.1. Transmission and Receipt of Proposals.**

Email the proposal to:

Virginia "Ginger" Delegal  
Interim Manager, Gulf Consortium  
Florida Association of Counties  
[gdelegal@fl-counties.com](mailto:gdelegal@fl-counties.com)  
850-922-4300

Or deliver, or mail the proposal to:

Virginia "Ginger" Delegal  
Interim Manager, Gulf Consortium  
Florida Association of Counties  
100 South Monroe Street  
Tallahassee, FL 32301  
850-922-4300

Proposals must be RECEIVED no later than 10:00 a.m., Monday, November 3, 2014.

#### **4.2 Proposal Contents.**

The proposal must include:

- a. Description and history of the audit firm
- b. Relevant prior governmental auditing experience
- c. Three references for which the firm has performed similar work
- d. Staff available for this audit, including an identification and qualifications of all personnel who will be assigned to this audit. Include all of the following for each person assigned to this Audit:
  - i. Names and government audit experience of the partner in charge, the manager, and other supervisory personnel, as applicable, of the Audit.
  - ii. Certification, licensure and CPE training, including copies of all licenses of all persons who are authorized to operate as Independent CPAs under Chapter 473, Florida Statutes, and statements as to whether continuing education requirements of the Florida Institute of CPA's relating to governmental audits have been satisfied.
  - iii. Information on membership in professional societies.
  - iv. Background and qualifications of all other professional audit or other staff assigned to the Audit that are not included in any of the above.
- e. A statement agreeing to meet or exceed the performance specifications in Section 2 above.
- f. A tentative schedule for performing the key phases of the Audit.
- g. A copy of the firm's latest Peer Review Report.
- h. Detailed information on the auditor's proposed audit procedures to be followed and anticipated audit approach.
- i. Statements on Public Entity Crimes.
- j. Provide details of pending litigation against your firm or any members of your personnel in their capacity as members, associates or employees of your firm.
- k. Disclose any past, current, or pending disciplinary action against your firm or any of your personnel by the Florida State Board of Accountancy or any other agency.

- I. Schedule of fees/hourly rates for personnel to be assigned to this audit and anticipated hours for each member of such personnel to be devoted to this Audit. In the alternative, proposers may provide a lump sum fee for performing the requested auditing services, plus a schedule of fees/hourly rates for personnel to be assigned to the audit that may be used for any additional services. Also include fee structure and actual charges for previous audits performed for other local governments of similar size and budget for the past three years.
- k. Acknowledgement of receipt of any addenda issued.

## **SECTION 5. EVALUATION PROCEDURES**

The Auditor Selection Committee is composed of the Secretary/Treasurer of the Consortium, Commissioner Warren Yeager and the Florida Association of Counties Director of Finance & Administration, Anna Doughty. The Committee will evaluate proposals based on a weighted score point formula. The Committee will rank and recommend to the Gulf Consortium, in order of preference, no fewer than three firms to be deemed the most highly qualified to perform the required services after considering the factors contained in this RFP.

The factors to be considered by the Committee in evaluating proposals are:

- Local government audit experience
- Professional ability of personnel to be assigned to the Audit
- Ability to furnish the required services
- Credibility and response of client references
- Adequacy of personnel available to perform the Audit
- Price/Fees
- Value Added Services

After oral interviews, if desired by the Auditor Selection Committee, the Committee will evaluate each proposal, based on the proposal document submitted, the oral interview (if one), and how those met the criteria and requirements of this RFP. The three firms having the highest aggregate point score will be ranked and then recommended to the Consortium for the contract negotiation process.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

### **6.1 Proposal Expenses.**

The Consortium will not be liable for any expenses or reimbursement to any firm for costs or expenses incurred in connection with preparation of a response to this RFP.

### **6.2 Deadline Consequences.**

Proposals received after the established deadline will not be opened. A proposer may withdraw its proposal by notifying the Consortium in writing at any time prior to the due date. Proposals not so withdrawn will, upon opening, constitute an irrevocable offer for a period of 120 days to provide the Consortium the services set forth in this RFP until the Consortium has selected one of the proposers. Upon opening, proposals become public records and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

### **6.3 Public Entity Crime Statement.**

In accordance with section 287.133(2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

### **6.4 Reservation of Rights.**

The Consortium reserves the right to accept or reject any and/or all proposals to this RFP, to waive irregularities and technicalities, and to request resubmission. The County retains the right to request additional information from any proposer; failure to provide such requested information may result in rejection of the proposal. The County reserves the right to keep proposals submitted and use ideas from them. Any sole response received may or may not be rejected by the County, depending on available competition and timely needs of the County. The Auditor Section Committee and the Board of County Commissioners shall be the sole judges of the proposals and the resulting agreement that is in its best interest, and its decision shall be final.

## **6.5 Minority Businesses.**

The Consortium, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations of the U.S. Department of Commerce issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

## **6.6 Non Discrimination.**

All proposers are hereby notified that the selected auditor will comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, by submitting a proposal, each proposer agrees that:

- No person will, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of this RFP and the proposal submitted.
- The proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- The proposer will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- The Consortium may require the selected auditor to submit reports as may be necessary to indicate non-discrimination. Consortium officials will be permitted access to the Auditor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that the Consortium will have the right to terminate any agreement entered into as a result of this RFP and the proposal submitted thereto upon receipt of evidence of discrimination by the Auditor.

## **6.7 Indemnification.**

As part of any agreement that may be entered into as a result of this RFP, the Auditor will indemnify, save and hold harmless the Consortium and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any



nature whatsoever arising out of, because of, or due to the breach of the agreement by the Auditor or its subcontractors, agents, employees or volunteers, or due to any negligent act, or occurrence of omission or commission of the auditor, its subcontractors, agents, employees or volunteers. Neither the Auditor nor any of its subcontractors, agents, employees or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Consortium or any of its officers, agents, employees or volunteers.

## **SECTION 7. NEGOTIATIONS**

The Consortium will inquire of qualified firms as to the basis of compensation, select the highest-ranked qualified firm recommended by the Auditor Selection Committee, and negotiate a contract with that firm pursuant to section 218.391(4)(b), Florida Statutes. As provided in section 218.391(4)(b), if the Consortium chooses not to select the highest-ranked qualified firm as recommended by the Auditor Selection Committee, it may select another firm with which to negotiate a contract. In such event, the Consortium must document, in the public records, the reason for not selecting the highest-ranked qualified firm. Should the Consortium be unable to negotiate a contract with the selected firm, negotiations with that firm will be formally terminated and the Consortium will then negotiate with the next firm selected by the Consortium, and the process will continue until successful negotiations are reached.

## **SECTION 8. INSURANCE REQUIREMENTS**

Before entering into an agreement with the Consortium, the Auditor will be required to provide Certificates of Insurance showing that the Auditor has insurance policies in coverages and limits required below from companies authorized to do business in the State of Florida, with a rating of "A" or better. Each policy required below must require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof must be given to Consortium. Each Certificate of Insurance will be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and will include the RFP/project name on the Certificate. Each Certificate of Insurance, which is allowed by law to carry an additional named insured, will show "Gulf Consortium, a public entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties, and its officers, agents, employees, and volunteers," as additional named insured. Any and all deductibles to any insurance policy will be the responsibility of the Auditor. Coverages and limits for the insurance required herein are as follows:

**A. Workers' Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$300,000 each accident.

**B. Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.

**C. Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.

**D. Comprehensive General Liability Insurance:** Policies shall include, but not be limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage

**E. Comprehensive Automobile and Truck Liability:** Policies shall cover owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$500,000 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis" such insurance to include coverage for loading and unloading hazards.

## **SECTION 9. ADDITIONAL INFORMATION**

Requests for additional information or other inquiries should be made to:

Virginia "Ginger" Delegal  
Interim Manager, Gulf Consortium  
Florida Association of Counties  
100 South Monroe Street  
Tallahassee, FL 32301  
850-922-4300  
[gdelegal@fl-counties.com](mailto:gdelegal@fl-counties.com)

The Consortium will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to the person listed above. The Consortium will respond to written or emailed inquiries, if those inquiries are received at least five (5) working days prior to the RFP due date.

The Consortium will record its responses to inquiries and any supplemental instructions in the form of written addenda and will send written addenda to all proposers who were sent the RFP. It is the responsibility of the proposer, before submitting a proposal, to contact the Gulf Consortium Interim Manager to determine if addenda were issued, acknowledging and incorporating them into its proposal.

**PROPOSED TIME SCHEDULE FOR SELECTION AND  
ENGAGEMENT OF AUDITORS  
FOR  
GULF CONSORTIUM**

Return Deadline for RFP's	10:00 AM	November 3, 2014
Auditor Selection Committee Meeting (oral interviews, if desired, will be made and Committee will conduct selection process and rank proposers)	TBD	Week of 11/3/14
Gulf Consortium Board of Directors Meeting to select firms and negotiate contract	9:00 AM	November 19, 2014

The Consortium may continue negotiations to a future date if necessary