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**Executive Committee Call Agenda
August 16, 2017, 5:00 p.m. Eastern
Dial-in Number: +1 (571) 317-3116
Participant Passcode: 455-390-517 #**

1. Roll Call
2. Public Comment
3. Approval of Minutes from June 15, 2017 Executive Committee Meeting
4. Approval of Request for Proposals for Audit Services for the Gulf Consortium
 - a. Scope
 - b. Contract Details
 - c. Proposed Schedule
5. Public Comment
6. Upcoming Board Meeting
Wednesday, September 27, 2017
2:00pm
Embassy Suites Orlando Lake Buena Vista South
Osceola County, Florida
In conjunction with the 2017 FAC Policy Conference
7. Adjourn

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

The Gulf Consortium Executive Committee announces a telephone conference call to which all persons are invited.

DATE AND TIME: August 16, 2017 at 5:00 pm (ET)

PLACE: Dial in Number: +1 (571) 317-3116

Participant Passcode: **455-390-517**

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Executive Committee of the Gulf Consortium will meet to approve request for proposal for single audit of the Gulf Consortium and conduct other business. The location of the conference call is The Balmoral Group, 165 Lincoln Avenue, Winter Park, FL 32789.

A copy of the agenda may be obtained by contacting: Craig Diamond at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Craig Diamond at 407-629-2185 or Gulf.Consortium@balmoralgroup.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact Craig Diamond at 407-629-2185 or Gulf.Consortium@balmoralgroup.us.

Gulf Consortium Executive Committee Meeting
August 16, 2017, 5:00 p.m., Eastern
The Balmoral Group Office - Conference Call



<u>County</u>	<u>Executive Committee Member</u>	<u>Present</u>
Escambia	Commissioner Grover Robinson	
Gulf	Warren Yeager	
Monroe	Commissioner George Neugent	
Charlotte	Commissioner Chris Constance	
Pasco	Commissioner Jack Mariano	

AGENDA ITEM 3

**Gulf Consortium Executive Committee
August 16, 2017**

**Agenda Item 3
Approval of June 15, 2017 Executive Committee Minutes**

Statement of Issue:

This agenda item proposes approval of the June 15, 2017 Executive Committee meeting minutes.

Options:

- (1) Approve the June 15, 2017 Executive Committee minutes, as presented; or
- (2) Amend and then approve the June 15, 2017 Executive Committee minutes.

Recommendation:

Motion to approve the June 15, 2017 Executive Committee meeting minutes, as presented.

Prepared by:

Craig Diamond
The Balmoral Group
Manager
On: August 10, 2017

Attachment:

Draft 6/15/17 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

Gulf Consortium Executive Committee Meeting
June 15, 2017, 2:30 p.m. (Eastern)
Dial In

Officers in Attendance: Commissioner Grover Robinson (Escambia), Commissioner Chris Constance (Charlotte), Commissioner George Neugent (Monroe), Warren Yeager (Gulf), and Commissioner Jack Mariano (Pasco).

Also In Attendance: Valerie Seidel, (The Balmoral Group) Craig Diamond (The Balmoral Group), Daniel Dourte (The Balmoral Group), William Smith (The Balmoral Group) Lynn Hoshihara (Nabors, Giblin & Nickerson), Doug Robison (ESA), Bryan Flynn (ESA), Ann Redmond (Brown & Caldwell), Mike Langton (Langton and Associates), Melissa Beaudry (Langton & Associates)

Agenda Item #1 – Call to Order

Chairman Grover Robinson (Escambia) called the meeting to order at 2:35pm (ET).

Agenda Item #2 – Public Comment

None.

Agenda Item #3 – Approval of Minutes from May 11, 2017 Executive Committee Meeting

Commissioner Constance moved the minutes with no revisions for the May 11, 2017 Executive Committee meeting; seconded by Warren Yeager (Gulf).

ACTION: APPROVED

Agenda Item #4 – Manager’s Report

Chairman Robinson recognized Valerie Seidel, who noted that the bank account signature cards transfer were being processed, the domain name transfer was completed and the new website was up and running. An updated link for the new website would be send to the Executive Committee and would be announced at the next Board meeting. Ms. Seidel reported on the June 13th meeting with RESTORE council staff, details of which are included in Agenda Item 9. Ms. Seidel noted the level of structure required by the Council was robust and that William Smith has been getting the Consortium’s financial software in order so that financial statements could be made available routinely by next month, as required by the Council. No action was required on this item.

Agenda Item #5 – General Council’s Report

Chairman Robinson recognized Lynn Hoshihara, who had no update to provide at this time. No action was required on this item.

Agenda Item #6a – SEP Project Management Report – Status Report on Work Order # 7

Chairman Robinson recognized Doug Robison who summarized the status of the work performed under Work Order #7, including the conclusion of all county follow-up meetings. He noted that there were two counties that had not yet obtained Board of County Commissioners’ approvals of their project lists and a

motion was made by Commissioner Neugent to contact by email these two counties prior to the Board meeting. The motion was seconded by Commissioner Mariano. The motion was approved.

Agenda Item #6b – SEP Project Management Report - Status Report on Work Order # 8

Chairman Robinson recognized Doug Robison who recognized Melissa Beaudry who gave an update on Work Order #8, which included Task 9- Conducting Project Leveraging Analysis and Task 10 – Develop Project Sequencing & implementation Strategy. She referred the committee to the draft funding opportunity summary attached to the item. There were no questions on this item. No action was required on this item.

Agenda Item #7a – SEP Project Management Update – Preview of Work Order #9

Chairman Robinson recognized Doug Robison who previewed of Work Order # 9, which includes Task 11– Prepare the Draft State Expenditure Plan Document and Conduct Legal Review. Mr. Robison commented that Task 11 included a legal review and the legal team they originally contracted had a conflict of interest. He noted that in conversations with Lynn Hoshihara, the SEPs did not require NEPA compliance reviews, which would instead happen later, at the project permitting phases. Consequently, there would be some cost savings associated with the lesser level of legal review for the SEPs. Ms. Hoshihara concurred and said she was reviewing the contract to see if the indicated level of review could be done by her firm. Chairman Robinson requested that the Work Order be amended to reflect the anticipated savings. Mr. Robinson agreed to bring a revised agenda item to the Board Meeting on June 28th. Commissioner Mariano moved to approve the amended work order, 2nd by Mr. Yeager. The motion was approved.

ACTION: APPROVED

Agenda Item #7b - SEP Project Management Update – Preview of Work Order #10

Chairman Robinson recognized Doug Robison who gave an overview of Work Order 10 which included Task 12 – Draft Stakeholder Expenditure Plan Review and Revisions and Task 13 – Stakeholder Outreach and Public Involvement. Mr. Robison indicated this Work Order would be brought back for approval in September. Because of Council requirements to conduct a public review and respond to comments, ESA had proposed 7 public meetings, and posting the notices on a public bulletin board and on the website where they would respond to comments, as required. Commissioner Constance stated that all the Board meetings were public and he was not in favor of spending a lot of money on 7 meetings or additional public involvement. Commissioner Mariano concurred and suggested public engagement could be done more economically and possibly internally through County Commission meetings. Mr. Yeager proposed further discussion with Council to ensure the Consortium meets their expectations on public involvement. Mr. Robison agreed to contact Council for confirmation on the level of public involvement required for the SEP. No further comments or questions for this this item. No further action was required on this item.

Agenda Item #8a – Planning Grant Update: Grant Management and Administration Report

Chairman Grover Robinson recognized Mike Langton who summarized the status of grant management. It was reported that the 5th payment request was sent in and approved on May 19, 2017. The next financial progress report was due on October 30th. Payment request #6 was submitted in RAAMS on May 30th. No action was required on this item.

Agenda Item #8b – Planning Grant Update: Analysis of Work Orders Approved and Planning Grant Amount

Chairman Robinson recognized Valerie Seidel who reported that since the May meeting there was no change in the work orders approved to date and the amount of dollars expended for the approved work orders. There were no questions. No action was required on this item.

Agenda Item #9 – Tabled Item from May 17th Board Meeting

Chairman Robinson recognized Craig Diamond, who presented the Option 1 (1st Project) and Option 2 (“mini” SEP) in further detail to the Committee. He commented that TBG would work with Langton to ensure that staff resources would be available for Option 2. Chairman Robinson commented that the money would have to be spent either way so the question was more of do push it up now or keep moving forward as they are. Chairman Robinson was in favor of Option 2 and the Committee agreed it was the best option. Mr. Yeager moved to approve Option 2, 2nd by Commissioner Mariano. All in favor. No further action was required on this item.

ACTION: APPROVED

Agenda Item #10 – New Business

None.

Agenda item # 11 - Public Comment

No public comment

Agenda Item #12 – Upcoming Meetings

The next meeting of the Consortium Board of Directors will be held on June 28, 2017 at 2:00 pm ET at Palm Beach County Convention Center in Palm Beach County

Agenda Item #13 – Adjournment

There being no further business, the Committee adjourned at 3:22 pm (ET).

Respectfully submitted,

Grover Robinson
Chairman

AGENDA ITEM 4

**Gulf Consortium Executive Committee, Special Meeting
August 16, 2017**

Agenda Item #4

Approval of Request for Proposals for Audit Services for the Gulf Consortium

Summary:

Presentation of a proposed Request for Proposals for Audit Services for the Gulf Consortium. The auditing services are to 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 any other auditing services that may be required by the Consortium.

Background:

On 28 June 2017, the Gulf Consortium Board of Directors directed the Executive Committee to convene a special meeting for the purpose of review and approval of a scope of work and an associated request for proposals (RFP) to provide audit services for the Consortium.

Analysis:

The Consortium has not had an audit prepared in compliance with the Florida Single Audit Act. Discussions with RESTORE Council staff have clarified that the expenditures under the Planning Grant prior to October 1, 2016 had not reached the threshold requiring an audit; however, expenditures during the 2016 fiscal year had met the threshold. Consequently, the proposed period of review will be October 1, 2016 through September 30, 2017.

Findings and recommendations of the proposed audit will be incorporated into the implementation of the “Stand-Up SEP” that will establish the administrative and financial architecture within the Consortium necessary to meet RESTORE Council requirements and to facilitate efficient administration of future implementation grants. The Board approved the development of the Stand-Up SEP at its June 2017 meeting.

Scope Considerations: The proposed scope of the RFP contemplates a Single Audit in accordance with the Federal and State Single Audit Acts. The Auditor will prepare any required letters, schedules, and forms related to this audit, and express an opinion on the fair presentation of the Consortium’s basic financial statements, including any fund financial statements, in conformity with accounting principles generally accepted in the United States. Specifically, the audit of the Consortium will be compliant with the following:

- Section 215.97, Florida Statutes
- State of Florida Single Audit Act
- Rules adopted by the Auditor General, relating to local government audits
- Generally Accepted Auditing Standards and generally Accepted Accounting Principles under Chapter 473, Florida Statutes
- Government Auditing Standards

- 2 CFR Part 200
- Federal Single Audit Act of 1996

Among other deliverables, the Single Audit Report for the Consortium will include.

- A report of the fair presentation of the Consortium's financial statements.
- A report on internal control over financial reporting and on compliance and other matters based on the audit of financial statements.
- A report on compliance with requirements applicable to each major Federal Program and on internal control over compliance in accordance with OMB Super Circular and Chapter 10.550, Rules of the Auditor General.
- A full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management, and propose steps to correct or eliminate those weaknesses.

Proposed Schedule: If Option 1 is approved, the RFP would be advertised by August 17, 2017 with a due date of September 6, 2017. The Evaluation Committee would be scheduled to meet between September 11 and September 15, 2017. The Evaluation Committee includes four staff with either professional finance or auditing background or with RESTORE Council audit experience from the following entities: Bay County, Pinellas County, Sarasota County, and the Dept. of Environmental Protection.

A recommendation from the Evaluation Committee will be provided to the Executive Committee at its next regular meeting, prior to the Board meeting of September 27. Should the Executive Committee and the Board approve the recommended firm, contract negotiations would proceed following the Board meeting.

The RFP directs that the audit, including the final and complete opinion letter and related letters be delivered to the Consortium by January 31, 2018. Findings of the audit will be presented at the first Board meeting of 2018.

Contract Considerations: Rather than returning to the Board for contract approval, the Manager will seek a recommendation from the Executive Committee to the Board to delegate authority to the Manager to execute a contract for the audit services with the Board-approved Auditor,

Project Budget: Based on estimates obtained from local governments and accounting professionals for the levels of financial activity and supporting documentation undertaken by the Consortium to date, the audit services contemplated are expected to cost between \$15,000 and \$30,000. The Consortium Planning Grant included \$25,000 for audits during each of the past two years, i.e., a total of \$50,000 to date has been budgeted for this purpose.

Options:

Option #1

Approve of Request for Proposals for Audit Services for the Gulf Consortium

Option #2

Executive Committee Direction

Recommendation:

Executive Committee Approval of Option #1.

Attachments:

4.1 Proposed Text, Request for Proposals for Audit Services for the Gulf Consortium

Prepared by:

Craig Diamond

The Balmoral Group

Manager

On: August 11, 2017



REQUEST FOR PROPOSALS AUDIT SERVICES

Notice is hereby given that the Gulf Consortium will be receiving sealed responses to Request for Proposals at the offices of The Balmoral Group, 165 Lincoln Avenue, Winter Park, FL 32789, for audit services.

The Gulf Consortium ("the Consortium") intends to enter into an agreement with an experienced and qualified professional firm to provide audit services pursuant to applicable laws, rules and regulations governing the Consortium. The audit is to be conducted in accordance with, but not necessarily limited to, the Single Audit Act Amendments of 1996, 31 U.S.C. s. 7501 et. seq., section 215.97, Florida Statutes "Florida Single Audit Act," regulations adopted by the Auditor General of the State of Florida, and 2 CFR Part 200, 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: 4:00 p.m., EST, September 6, 2017
GULF CONSORTIUM
THE BALMORAL GROUP
165 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789

Documents can be obtained by contacting the Consortium Manager at (407) 629-2185 or gulf.consortium@balmoralgroup.us. Documents can also be found online at www.gulfconsortium.org. If you have any questions, please call William Smith (407) 629-2185 x 106.

Notice provided on the Gulf Consortium website at: www.gulfconsortium.org

GULF CONSORTIUM
Request for Proposals for Audit Services of Planning Grant Funds
For Fiscal Year Ending September 30, 2017

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. 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 any other auditing services that may be required by the Consortium.

NOTICE: Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

SECTION 1. INTRODUCTION AND 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 21st 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 to Monroe County.

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.

The Consortium has no paid staff; however there are currently three vendors with professional services contracts who work for or on behalf of the Gulf Consortium. These vendors are compensated from a combination of dues collected from the 23 member counties of the Consortium and/or grant funds which are a part of the planning grant (PSEP) approved by the Restore Council in June 2016.

To date approximately \$2.42M of the roughly \$4.64M Planning Grant has been authorized to be spent on the creation of the Florida's State Expenditure Plan.

SECTION 2. PERFORMANCE SPECIFICATIONS

2.1. Scope of Work

Financial Statements

The Consortium desires the auditor to express an opinion on the fair presentation of its basic financial statements, including any fund financial statements, in conformity with accounting principles generally accepted in the United States.

A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The Auditor shall prepare any required letters, schedules, and forms related to this audit. No single audits were required for the fiscal year ended September 30, 2016; however, the Consortium expects that the grant volume will be significantly greater for fiscal year ended September 30, 2017, requiring a federal single audit.

Internal Controls

In connection with the audit of the financial statements, the auditor shall consider, test, and report on internal controls and perform tests and report on compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards.

2.2. Compliance Requirements

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

- Section 215.97, Florida Statutes
- Rules adopted by the Auditor General, relating to local government audits
- Generally Accepted Auditing Standards and generally Accepted Accounting Principles under Chapter 473, Florida Statutes
- Government Auditing Standards
- 2 CFR Part 200
- Single Audit Act of 1996
- State of Florida Single Audit Act

2.3. Proposed Project Timeline

A final and complete opinion letter on the financial statements taken as a whole, as well as any additional letters required by the United States or State of Florida Single Audit Act, shall be delivered to the Gulf Consortium no later than January 31 following the end of the fiscal year under audit.

2.4. 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.

2.5. Report Preparation

The Auditor will prepare a Single Audit Report for the Consortium.

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
3. A report on compliance with requirements applicable to each major Federal Program and on internal control over compliance in accordance with OMB Super Circular and Chapter 10.550, Rules of the Auditor General.
4. A full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management, and propose steps to correct or eliminate those weaknesses.
5. Any other required reports and schedules required by the Federal and State Single Audit Acts.

2.6. 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.

2.7. 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 three (3) years with the options of two (2) additional one-year renewal periods, unless earlier terminated by either party upon thirty (30) days' written notice.

SECTION 4. INSTRUCTIONS FOR PROPOSALS

4.1. Transmission and Receipt of Proposals.

Email the proposal to:

gulf.consortium@balmoralgroup.us – Please include Audit RFP in the subject line

Or deliver, or mail the proposal to:

Gulf Consortium
Attn: Audit Committee
165 Lincoln Avenue
Winter Park, FL 32789

Proposals must be RECEIVED **no later than 4:00 p.m. on Wednesday, September 6, 2017.**

4.2. Proposal Contents.

The proposal must include:

- a. Description and history of the audit firm. **(1 page)**
- b. Relevant prior governmental auditing experience **(1 page)**
- c. No less than three (3) references for which the firm has performed similar work. **Must use "Reference Form" provided below.**
- d. Staff available for this audit, including 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: **(3 pages altogether for this section)**

- 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 tentative schedule for performing the key phases of the Audit. **(1 Page)**
- f. Detailed information on the auditor's proposed audit procedures to be followed and anticipated audit approach. **(3 Pages)**
- g. 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.
- h. A statement acknowledging the firm has sufficient staff and availability to meet or exceed the performance specifications in Section 2 above.
- i. A copy of the firm's latest Peer Review Report.
- j. Acknowledgement of receipt of any addenda issued.
- k. Signed copy of Exhibit A, General Grant Funding Special Proposal Conditions. **(Form attached)**
- l. 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.
- m. 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.

The proposal shall be no longer than 12 pages. The 12 page maximum does not include the Reference Form or the Statement on Public Entity Crimes.

SECTION 5. EVALUATION PROCEDURES

The Auditor Selection Committee is composed of 5 members who work in either accounting or finance capacity for one of the 23 member counties participating in the Gulf Consortium. 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, firms to be deemed the most highly qualified to perform the required services after considering the factors contained in this RFP.

Among the factors to be considered by the Committee in evaluating proposals is:

- Government audit experience, including grant audits (25 pts)
- Professional ability of personnel to be assigned to the Audit (20 pts)
- Ability to furnish the required service, including audit approach (20 pts)
- Credibility and response of client references (20 pts)
- Price/Fees (15 pts)

Committee will evaluate each proposal, based on the proposal document submitted, and how those met the criteria and requirements of this RFP. The firms having the highest aggregate point score will be ranked and then recommended to the Consortium for the contract negotiation process.

Note: If the Selection Committee cannot recommend a firm based solely off the document submissions, it reserves the option to create a short-list of the top ranked proposals and pursue telephonic interviews. Based on those interviews and the proposal scores the Selection Committee would choose a firm for recommendation to the Consortium.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1. Proposal Expense

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."

By submission of a proposal in response to this RFP, the Proposer certifies compliance with the above requirements as stated in section 287.133, Florida Statutes.

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 Consortium retains the right to request additional information from any proposer; failure to provide such requested information may result in rejection of the proposal. The Consortium reserves the right to keep proposals submitted and use ideas from them. Any sole response received may or may not be rejected by the Consortium, depending on available competition and timely needs of the Consortium. The Audit Selection Committee and the Consortium 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, contractors 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, contractors or volunteers.

SECTION 7. 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 8. NEGOTIATIONS

The Consortium will inquire of qualified firms as to the basis of compensation, select the highest-ranked qualified firm recommended by the Selection Committee, and negotiate a contract with that firm. If the Consortium chooses not to select the highest-ranked qualified firm as recommended by the 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 9. DEBARMENT AND SUSPENSION.

The Proposer must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

SECTION 10. AWARD OF RFP, NOTICE OF INTENDED DECISION AND PROTEST.

An award will be made to the responsive, responsible Proposer who ranks highest in the evaluation process, unless otherwise stated elsewhere in this document. The Consortium reserves the right to waive any informality in Proposals and to award a Proposal in whole or in part when either or both conditions are in the best interest of the Consortium.

1. Notice of the intended decision will be posted on the Gulf Consortium website at: www.gulfconsortium.org for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Proposer who desires to protest the intended decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the notice. Any award recommendation may be protested on the grounds of irregularities in the specifications, solicitation procedure, or the evaluation of the solicitation. Such notice of intent of solicitation protest shall be made in writing to Lynn Hoshihara, Gulf Consortium General Counsel, 1500 Mahan Drive, Ste 200, Tallahassee, FL 32308 or lhoshihara@ngnlaw.com.
2. A Protestor shall file a formal written bid protest within 3 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of protest or failure to file a formal written protest shall constitute a waiver of all rights granted under this section. The Proposer shall be responsible for inquiring as to any and all award recommendation and postings.
3. Should concerns or discrepancies arise during the solicitation process, Proposers are encouraged to contact the General Counsel prior to the scheduled solicitation opening. Such matters will be addressed and remedied if necessary prior to a solicitation opening or award whenever practically possible. Proposers are not to contact any Auditor Selection Committee or Gulf Consortium member.

SECTION 11. ADDITIONAL INFORMATION

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

William Smith at (407) 629-2185 x 106 or wsmith@balmoralgroupp.us

The Consortium will not respond to in person oral inquiries. Proposers may submit written, emailed, or telephonic inquiries regarding this RFP to the person listed above. The Consortium will respond to written or emailed inquiries, if those inquiries are received before 4:00 PM on August 23, 2017.

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. Any supplemental information will be posted on the Gulf Consortium's website as well. It is the responsibility of the proposer, before submitting a proposal, to contact the Gulf Consortium Manager to determine if addenda were issued, acknowledging and incorporating them into its proposal

PROPOSED TIME SCHEDULE FOR SELECTION AND ENGAGEMENT OF AUDITORS

Solicitation Release	4:00 PM	August 17, 2017
Question and Answer Ends	4:00 PM	August 23, 2017
Return Deadline for RFP's	4:00 PM	September 6, 2017

If a Short-list is developed then interviews will be held during the week of September 11th

Auditor Selection Committee Meeting	1:00 PM	September 14, 2017
Gulf Consortium Board of Directors Meeting to select firms and authorize negotiation of a contract	1:00 PM	September 27, 2017

The Consortium may continue negotiations to a future date if necessary

EXHIBIT A

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This solicitation is fully or partially funded by Federal grants. Proposers shall comply with the following:

- 1. Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the Consortium or pass-through entity in accordance with applicable Federal policy.
- 4. Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
- 6. Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consortium will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

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

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

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

13. Rights to Inventions Made under a Contract or Agreement: The Consortium, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.

14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

15. Access to Records and Reports: Contractor will make available to the Consortium’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the Consortium grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention: Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause): Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Consortium may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The Consortium will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The Consortium will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Contractor shall proceed diligently with the performance of this Agreement in accordance with the decision of the Consortium. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201): Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

24. Pursuant to the Restore Council Financial Assistance Standard Terms and Conditions, the contract shall:

- a. Describe how the progress and performance of the Contractor will be monitored during and on close of the period of performance and identify who will be responsible for supervising the contract;
- b. Extend all applicable program requirements to the subrecipient;
- c. Include a requirement that the Contractor or subrecipient retain all records in compliance with 2 C.F.R. 200.333.
- d. Include a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE:

SIGNATURE:

TITLE:

COMPANY:

ADDRESS:

PHONE:

EMAIL: