



2018

Request for Proposals [RFP]

RFP CLOSING DATE: Wednesday, October 17, 2018

RFP CLOSING TIME: 2:00 PM, Eastern Time

AUDIT AND TAX PREPARATION SERVICES

OIC OF SOUTH FLORIDA

Opportunities Industrialization Center of South Florida
An Affiliate of OIC of America, Inc. Est. 1964

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INTRODUCTION

The mission of Opportunities Industrialization Centers of South Florida, Inc. (OIC-SFL) is to be a leader in providing quality self-help skills and employment opportunities for disadvantaged and underemployed residents, thus assisting them to become self-sufficient and productive members of society.

OIC of South Florida was reestablished in 2001 and has provided services to the South Florida community for 15 years, serving approximately 4,500 adults and youth per year. OIC-SFL is an affiliate of one of the largest educational, employment training and placement, human capacity-building, industrial and community development organizations in America and abroad. Our parent organization, OIC of America (OICA), was established in 1964 and has over 50 years of experience serving the poor, unemployed, underemployed and youth through comprehensive vocational, customized training and support services. OICA currently has 41 affiliates in the United States and 18 affiliates internationally.

OIC-SFL prepares people for today's workforce with quality life-skills development, fundamental and vocational education, superior job skills training, and employment readiness services. We practice the principle of "lending a hand up as opposed to giving a hand out". Our motto is "Helping People Help Themselves."

Under the leadership of President and CEO, Newton Sanon, and the OIC-SFL Board of Directors, chaired by W. George Allen, Esq., the agency has grown from a budget of \$1.4 million and 3 employees in 2001 to one with a budget of over \$5 million and 72 employees. OIC-SFL has three divisions: Workforce Development, Youth and Family Services, and Finance and Administration. Over the past 15 years, OIC-SFL has secured and managed various grants and contracts totaling over \$40 million.

OIC-SFL promotes its mission through a range of contextualized employment training and workforce development programs as well as youth leadership development and family strengthening programs. OIC-SFL operates programs and services supported by a range of federal, and local funding sources and partnerships with educational institutions, local workforce boards and employers, government agencies, and support service providers. OIC-SFL provides employment and vocational training to thousands of individuals per year, including case management and counseling, mentoring, and wrap around support services to meet participant needs and address barriers.

OIC-SFL performs services under two contract for Broward County through its social enterprise arm, OIC-Strategic Integration (OIC-SI). This area of the organization is poised for growth and OIC-SI will be incorporated as a for-profit arm during 2018.

PURPOSE

The purpose of this Request for Proposals is to seek qualified companies (herein referred to as "Contractor") who can provide audit and tax preparation services for OIC-SFL and OIC-SI. Audit services will include the financial and single audit, preparation and filing of federal and information tax returns, submission of the audit to the Federal Clearinghouse, program audit for services provided to the



Children's Trust, and periodic advice and guidance on financial accounting and reporting issues that may arise. Audit services to be provided for the period July 1, 2018 to June 30, 2019

SCOPE OF SERVICE

I. Financial and Single Audit

The examination will be a financial and compliance audit made in accordance with generally accepted auditing standards. The primary purpose of this audit is to express an opinion on the financial statements of OIC-SFL and OIC-SI. The audit procedures used should be sufficient to enable the respondent to express an opinion on the fairness with which the financial statements present the financial position of OIC-SFL-OIC-SI and the results of its operations and the cash flows in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of OIC were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, Federal laws and OIC's policies and procedures.

2. Review of Internal Controls - An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Reportable conditions shall be communicated in writing in accordance with generally accepted auditing standards.

3. Management Letter - A management letter will be issued that will contain significant audit findings as well as comments and recommendations with respect to accounting and administrative controls and efficiencies. The successful respondent shall be required to make an immediate written report to the Finance Committee of all significant irregularities and any illegal acts as they become known to the respondent.

4. Single Audit - The respondent will perform a Single Audit in accordance with generally accepted auditing standards, the Single Audit Act Amendments of 1996, the provisions of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the Rules of the Auditor General of the State of Florida in order to report on the Schedule of Federal Financial Assistance, on the compliance of OIC-SFL with laws and regulations and on internal controls, as required by the Single Audit Act.

5. Federal Audit Clearinghouse - The respondent will complete appropriate sections of the Data Collection Form and coordinate with OIC staff on the submission of the audit into the Federal Audit Clearinghouse.



II. Tax Return

1. The respondent will prepare federal and state information returns for OIC-SFL the non-profit and OIC-SI the for-profit, including the IRS Form 990. and the IRS Form 8868 if applicable.
2. The respondent will prepare required tax and information returns for OIC-SI.

III. Program Audit for Children's Trust

Conduct a financial and compliance audit in accordance with generally accepted auditing standards of the financial and program records related to the 4 months of programming for the Children's Trust. Auditors for this service must be an approved vendor of the Children's Trust. A separate report will be prepared for this program audit.

PROPOSAL SUBMISSION PROCESS

Respondents to this RFP should possess expertise in meeting the auditing needs of dynamic and growing organizations/companies in order to strengthen and enhance the organizational performance and meet the quality standards for the delivery of diverse services to the community.

IV. Proposal Contents

The Proposal Narrative must demonstrate the applicant's capability to implement the proposed project in accordance with the provisions of this solicitation. The narrative must provide a comprehensive framework and description of all aspects of the proposed project. It must be succinct, self-explanatory, and well organized so that reviewers can understand the proposed project.

The Proposal Narrative is limited to:

- Page limit: may be up to 15 single-sided 8.5 x 11 inch pages. Any materials beyond the specified page limit will not be read or considered
- Formatting: Double-spaced; Times New Roman 12 pt. font, and 1 inch margins.
- Applicants must number the Proposal Narrative beginning with page number 1.
- In addition to the Proposal Narrative, the applicant may submit attachments (proposal budget, financial statements, references, reports and evidence of past performance, any additional information that supports your proposal not mentioned in above categories).
- All attachments must be clearly labeled as Attachments. Attachments will be excluded from the page limit. Applicants must submit their application in one package because documents received separately, will be tracked separately and will not be attached to the application for review.



The Proposal Narrative must include the following information:

Section 1: Table of Contents

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

Section 2: Profile and Summary of Qualifications

- Company Information: Company name, address, e-mail, telephone and fax numbers, and the name of the primary contact person.
- Staff Profile and Capabilities: Describe the qualifications of key staff and service delivery team that will be working on this project and how they will coordinate with designated OIC-SFL staff coordinating IT services. Describe company experience in similar projects, proof of financial stability, and a minimum of 3 industry references.
- The Proposal Narrative must contain a statement of qualifications and experience including documentation of performance of services with organizations/companies of similar size and complexity. **Please state specific experience providing services to non-profits who have for-profit entities.**

Section 3: General Description of the Scope of Work

- Briefly state the understanding of the respondent regarding the work to be done and make a positive commitment to perform the work.
- Briefly discuss how you will meet each of the services desired as described in Section II - Scope of Services. Must provide proof of experience providing similar services as requested through this RFP. Include evidence of the ability to work within tight time constraints.

Section 4: References

List three (3) client references where the client can document the services provided and your company's experience. References should verify performance, quality of work provided and overall client satisfaction.

Section 5: Budget /Fee Structure

- A proposed fee structure for each of the 3 components: financial and single audit, tax preparation, and program audit. If the proposer is to use additional subcontractors or vendors, those subcontractors must be disclosed and the services to be provided and costs need to be separated and explained.
- Submit documentation that you will provide a substantial discount of your market rate for this project and confirmation by at least one client reference that you have done so for that client within the past year.

NOTE: It is not the intent of this Request for Proposal to solicit overly long responses. But it is important that the contractor's experience and expertise be adequately described.



V. Bidding Instructions

A. Inquiries

All inquiries related to this Request for Proposals are to be directed, via e-mail, to

Attn: Procurement Proposal - proposals@OICSFL.org.

Information obtained from any source other than OIC-SFL designated staff is not official and should not be relied upon. All questions and inquiries or communication regarding this RFP must be done in writing to the indicated email address and will be available for public view. To maintain the integrity of this process, we ask that you do not independently OIC-SFL staff regarding the RFP. All questions and communication should be in writing and sent to the e-mail designated above.

B. Sealed Proposals

Each respondent shall submit only one proposal per Bid Solicitation. A proposal shall consist of one (1) Electronic Version sent in a PDF to **Attn: Procurement Proposal** - proposals@OICSFL.org; (1) manually signed original and three (3) photocopies of the completed proposal. They must be submitted bound, tabulated and indexed in a sealed envelope or package bearing the title "OIC OF SOUTH FLORIDA AUDIT SERVICES" along with the name and address of the Organization submitting the proposal. Proposals should include a contact name and an e-mail address for correspondence and **shall be submitted no later than 2:00 p.m. EST on October 17, 2018**, to OIC of South Florida, 3407 NW 9th Avenue, Suite 100, Fort Lauderdale, FL 33309. It is the responsibility of the company to ensure that the proposal arrives on time at the right place. Late proposals will be disqualified and returned unopened.

Applications for funding under this Solicitation will be accepted after the publication of this announcement and until the specified time on the closing date. A review panel will carefully evaluate applications against the selection criteria. These criteria are based on the policy goals, priorities, and emphases set forth in this Request for Proposal.

C. Application Timetable

ACTIVITY	TIMELINE
Grant Announcement Dates Advertised/Available:	June 7, 2018
Bidders Conference - Information Session to review RFP and answer any questions or concerns.	June 14, 2018 @ 2:00 pm OIC of South Florida
Deadline for Receipt of Proposals	Friday, June 29, 2018 by 3:00 p.m. Eastern Standard Time
Seeking additional Proposals with demonstrated experience providing financial/auditing services to non-profits with for-profit entities	October 5, 2018 to 2pm on Wednesday October 17, 2018 OIC OF SOUTH FLORIDA 3407 NW 9th Avenue, Suite 100 Fort. Lauderdale, FL 33309



Evaluate Proposals Review proposals to ensure completeness of applications and forward proposals to the Review Committee.	July 2 – July 9, 2018 and October 5 -19, 2018
Proposal Presentation - Evaluation Interviews	Proposed for October 22nd or 23rd
Approve and Announce Award Contracted Vendor List	Proposed for November 2nd

All dates set forth above are subject to change by OIC OF SOUTH FLORIDA with notice provided.

VI. Evaluation Criteria

All eligible applications will be processed through a three-step review: technical review for eligibility; substantive review of the proposal's content, materials and ability to deliver services proposed; and, finally, President/CEO final review and recommendation of awards to the board of directors.

OIC-SFL selection committee will review the submitted proposals and may select one or more companies or vendors to participate in an oral interview/presentation to further discuss the project, confirm qualifications, time tables, costs and fees. OIC-SFL will, upon review of all submissions and after any oral interview, make a decision and award for one or multiple contracts.

- The technical review consists of pre-application screening that qualifies the application to proceed to the substantive review stage.
- The substantive review is conducted by a proposal evaluation team that may include any combination of staff of OIC-SFL, experts in the field, and/or trained volunteers. Each proposal will receive a substantive review score based on identified rating criteria, included herein. While it is a critical stage in the funding process, the score generated from the substantive review is not the final step in determining whether there will be a funding award.
- For applicants with previous or existing contracts with OIC-SFL, a historical review of contract performance will be conducted to determine the applicant's ability to provide the services proposed.
- All recommendations for awards from the substantive review, historical performance review and site visits/interviews (if conducted) are then considered by the President/CEO. At this stage, consideration is given to other factors such as alignment with the strategic plan and furthering of its purposes.



Proposal Evaluation Criteria	Maximum Points
Profile and Summary of Qualifications	20
Proven understanding of the requested work, description of qualified staff for the requested work and percentage of time designated for assigned staff to accomplish the requested work.	15
General Description of the Scope of Work Proposed Solution Approach to Meeting Scope of Services Requirements Project Management Approach - Project Work plan & Project Deliverables	25
Cost – Budget/fee structure Proposal offered any value-added functionality, products, or services as part of the proposal that demonstrates added value	15
Demonstrated technical ability	10
References & Experience with similar projects	15
Total	100

The highest ranking numerical score does not assure a funding recommendation.

Other factors may be considered such as: past performance of the agency including expertise and success of collaborative partnerships, demonstrated achievement of results, performance measures and participant outcomes, relevant experience and qualifications of the applicant and whether the proposed costs of the services are deemed appropriate and reasonable.

Applications that successfully pass all review levels will be submitted to the Finance Committee of the Board of Directors for review and approval. Once the Finance Committee approves funding based on the recommendation of the President/CEO, applicant must begin a negotiation process that may include reframing the proposed scope of services, adjusting the budget or any other changes necessary to comply with the requirements of this solicitation and resulting contract.

The negotiated contract requires that the scope of services has detailed descriptions, performance measures, and that budgets are itemized specifying the use of funds. In addition, contracts will contain or incorporate by reference performance specifications, reporting requirements, monitoring and enforcement provisions that are implemented by OIC-SFL. As noted previously, Board action in approving an award does not establish that all elements of the proposal will necessarily become part of the contract. Staff and ultimately the President/CEO of OIC-SFL (or designee) are responsible for establishing a contract with the applicant (now contractor) that materially comports to the award made.

OIC-SFL shall make the final decision. When OIC-SFL has selected the successful respondent, contract negotiations will begin. If contract agreement cannot be reached with the selected respondent, negotiations with that firm shall be formally terminated, and OIC-SFL shall negotiate with their next selection until agreement is reached. At any time during the negotiations, OIC-SFL may choose to modify the choice of a selected respondent if OIC-SFL determines that such a change is in the best interest of OIC-SFL.



OIC-SFL reserves the right to reject any or all proposals submitted and may award contract, at its sole discretion, in the best interest of OIC-SFL to Contractor proposal most responsive to the needs of the organization. OIC-SFL further reserves the right before recommending any award to inspect the facilities, organization, and financial condition or take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions.

TERMS, CONDITIONS AND OTHER REQUIREMENTS

I. Agreement

A contract will be negotiated after the award for any work to be performed as a result of this RFP. The RFP, the proposal, and the resulting contract will constitute the complete agreement between respondent and OIC-SFL.

OIC-SFL reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated without cause as provided herein, OIC-SFL will be relieved of all obligations under said contract.

The Company will have the option to terminate the contract without cause upon written notice to the President and CEO. Such written notice must be received at least thirty (30) days prior to the effective date of termination.

II. Trade Secret and Confidential Materials

If the application includes material which is deemed a trade secret (as defined by Section 812.081, FS) or other confidential material exempt from the provisions of Chapter 119, FS, which the applicant does not wish to become public record, the following statement should be included in the application:

Trade Secrets as defined by Section 812.081, Florida Statutes, or other confidential materials contained on *applicable* pages of this application shall not be used or disclosed, except for evaluation purposes. This restriction does not limit the OIC-SFL right to use or disclose the information designated as trade secrets or confidential which is obtained from another source.

Any exemption claimed will be limited to the pertinent data/documents and must be supported by a statutory exemption. Notwithstanding anything to the contrary, nothing contained in the application shall be deemed or interpreted to restrict or prevent OIC-SFL from complying with the disclosure requirements of Chapter 119, FS, when material is incorrectly identified as a trade secret or confidential information. By submitting an application, the applicant covenants not to sue OIC-SFL and waives any claim against OIC-SFL arising under Chapter 119, Florida Statutes or in connection with or as a result of any disclosures by OICS-FL in connection herewith.



III. Federal and State Tax

OIC-SFL is exempt from federal and state taxes for tangible personal property, sales taxes, and intangible taxes. The President and CEO will sign an exemption certificate submitted by the successful respondent(s). Respondent(s) doing business with OIC-SFL will not be exempted from paying sales tax to their suppliers for materials to fulfill company's obligations with OIC-SFL, nor will any respondent be authorized to use OIC-SFL's Tax Exemption Number in securing such materials.

IV. Legal Requirements

It shall be the responsibility of the provider to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the respondent(s) will in no way be a cause for relief from responsibility.

Respondent(s) doing business with OIC-SFL are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, gender, sexual orientation, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

V. Ownership of Intellectual Property Rights

The Parties agree that their service to OIC-SFL will include the exposure to and sharing of private, confidential, proprietary information and trade secrets regarding the nature and scope of OIC-SFL's programs, training, community partners, consultants, grant parameters, key stakeholders, and amounts of funding and participants. The Parties agree that this information is invaluable and that the dissemination outside of the specific parameters of their service to OIC-SFL would be of great harm and endanger the business operations of OIC-SFL's. Therefore:

- Except for the rights expressly granted to the Contractor under this Agreement, OIC of South Florida will retain all right, title and interest in and to any Propriety or Licensed Technology used, data independently conceived, generated, developed or shared with contractor or its personnel during the term of this agreement.
- OIC-SFL reserves a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for OIC-SFL's purposes: i) the copyright in all products developed under the proposal, including a sub-contract or contract under the proposal; and ii) any rights of copyright to which the Contractor, sub-contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
- As of the date hereof, Contractor acknowledges and agrees that it has no ownership or other rights in perpetuity to any intellectual property, reports, data or Confidential Information developed, conceived, shared or embodied as part of the work for which Contractor shall be engaged in for OIC-SFL.



- The Parties agree that nothing in this Agreement is to be construed to grant, imply or convey ownership of Intellectual Property Rights to Contractor's work product developed in the course of their service to OIC-SFL.

VI. Conflict Of Interest

All respondents must disclose in their *Profile and Summary of Qualifications* the name of any officer, director, or agent who is also an employee or member of the Board of Directors of OIC-SFL, and or related to either. All respondents must disclose the name of any OIC-SFL employee or Board member who owns, directly or indirectly, any interest in the respondent's business or any of its branches. All respondents must disclose any business or personal relationships with any officer, director, subcontractor or employee of OIC-SFL.

VII. Public Information

All submitted proposals, and information included therein or attached thereto, shall become public record upon their delivery to OIC-SFL in accordance with Chapter 119, Florida Statutes. All questions and inquiries or communication regarding this RFP must be done in writing to proposals@OICSFL.org and will be available for public view.

VIII. Right to Reject Proposals and Waive Non-Material Irregularities

OIC-SFL reserves the right to: accept or reject any or all proposals; waive any non-material irregularities and technicalities; and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. OIC-SFL reserves the right, before awarding the contract, to require respondent(s) to submit evidence of qualifications or any other information OIC-SFL may deem necessary.

Selection of a company or contractor does not constitute approval of the application as submitted. Before the actual contract is awarded, OIC-SFL may enter into negotiations about such items as proposal service components, staffing and funding levels, and administrative systems in place to support proposal implementation. If the negotiations do not result in a mutually acceptable submission, the Selection Officer reserves the right to terminate the negotiations and decline to fund the application.

IX. Record Retention:

Contractor must be prepared to follow Federal guidelines on record retention, which require contractor to maintain all records pertaining to contract activities for a period of not less than three years from the time of final contract close-out.