

# Institution

Request for Proposal

**Annual Audit  
And  
Audit, Accounting and  
Tax Consulting**

Proposal Due Date

## REQUEST FOR PROPOSAL (RFP)

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully**

<b>PROPOSAL NO.:</b>		<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>		<b>INSTITUTION PURCHASING DIVISION</b>
<b>Title:</b>	<b>Annual Audit and Audit, Accounting and Tax Consulting Services</b>	<b><u>Address</u></b>
<b>Purchasing Officer:</b>	<b>Name</b>	
<b>Phone:</b>		

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: Date and Time**

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation.
2. Proposals for competitive negotiation shall not be subject to public inspection.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of **State**.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.

**NOTICE**

1. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with **Institution** and is not in violation of any prohibited conflict of interest, and that I have fully informed myself regarding the accuracy of the statement made above.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>PHONE:</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS:</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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## 1.0 **DEFINITIONS**

The term "addenda" means written or electronic instructions issued by **Institution** prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting a proposal.

The term "Contractor" means the entity receiving a contract award.

The term "Purchasing Department" means **Institution** Purchasing Department, Address.

The term "Purchasing Official" means **Institution's** Director of Purchasing and Office Services as appointed contracting representative.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means **Institution**.

## 2.0 **GENERAL OVERVIEW**

### 2.1 **Intent and Scope**

This Request for Proposal (RFP) is being issued by **Institution** to obtain proposals from:

- Nationally, regionally or locally recognized independent certified public accounting firms;
- Specializing in accounting and auditing for colleges and universities; and
- That have an office in **State**.

The selected firm shall be the external auditor of the **Institution** and will under this contract provide assistance to the University on all audit, accounting and tax consulting related matters.

The successful Contractor shall perform the following services:

- Annual independent audit of:
  - **Institution**
  - **Institution** A-133 audit
  - **Institution** 403 (b) plan audit
- Compliance letter on unearned tuition to the State Secretary of Education
- Consulting, as needed, on audit, accounting and tax related matters.

A Pre-Proposal Conference will be held at the University on **Date**. Please see Section 3.3 for additional information.

The scope of services is further defined in Section 6.0.

### 2.2 **University Information**

**Institution** (the "University") is a coeducational, four year (**detailed description of institution**) The University is organized and operated as a non-profit corporation under the laws of **State**.

### 3.0 **PROPOSAL REQUIREMENTS**

#### 3.1 **Key Event Dates**

Release of RFP	<b>Date</b>
Pre-proposal conference	<b>Date</b>
Deadline for Written Questions @ 3:00 p.m. on	<b>Date</b>
RFP Proposals Due Date @ 3:00 p.m. on	<b>Date</b>
Offeror Presentations week of*	<b>Date</b>
Contract Award*	<b>Date</b>

\* The potential Offeror Presentations and Contract Award are projected dates. The Finance Committee of the Board of Trustees will approve the appointment of the external auditors as part of their next meeting, currently scheduled for **Date**.

#### 3.2 **Offeror Communication**

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is requested to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information as provided for the primary contact

This information shall be transmitted via mail, fax or e-mail to:

Director of Purchasing and Office Services

**Institution**

Address

Phone:

E-mail:

### **3.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held in **Location, Date, Time**. The purpose of this meeting is to allow prospective Offerors an opportunity to ask questions and clarify the University's expectations. This conference provides Offerors an opportunity for oral questions.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is **optional**. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them available to all Offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. Oral answers given at the conference are not binding.

### **3.4 Offeror Presentations**

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee and/or the Finance Committee of the Board of Trustees.

### **3.5 Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

### **3.6 Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined in Transmittal Letter. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

**Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**



### **3.7 Proposal Submission and Deadline**

Offeror must provide one electronic copy of the proposal prior to **Time** on the specified due date. The proposal shall be emailed to the Purchasing Officer listed in Section 3.2. The Offeror may ask for return email confirmation of receipt of the proposal from the Purchasing Officer.

**Note: Proposals received after the closing date and time may not be considered.**

### **3.8 Addenda**

Any addenda or instructions issued by the Purchasing Agent prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.9 Restrictions on Communications with University Staff**

From the date of issuance of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

### **3.10 Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

### **3.11 Questions**

All questions should be submitted by e-mail to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 – Mandatory Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance
- Criteria 5 - Other Additional Information

### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Department. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception. **Note: Offerors shall not submit Offeror's standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal. In four pages or less, include an overview to the proposal which includes the following:

- 4.4.1 Offeror's Experience and Brief History
- 4.4.2 Information related to the company's true name; corporate officers; national, regional and local offices.
- 4.4.3 Information related to the Offeror's experience.
- 4.4.4 Information related to Offeror's size and financial stability
- 4.4.5 Brief synopsis of the proposal and Offeror's ability to meet the requirements of the RFP.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. **Firm Organization.** Provide an organizational chart of your firm indicating the lines of authority for personnel involved in performance of this potential contract and relationship of this staff to other programs or functions of the Firm. Also please provide:
  - a. The total dollar amount of audit revenues from clients within the United States for the most recently completed fiscal year of your Firm.
    - i. The dollar amount and percentage of the revenues in (a) above which were obtained from colleges and university clients
  - b. A listing of resources available to the Your Institution as an audit, accounting and tax client of your Firm. Specifically include significant
    - i. Service names/descriptions
    - ii. Name of Firm resource available to the University
    - iii. Office location of resource.
2. **Staffing.** Describe the location of the office (or offices) that will provide staff resources, and, if different, the location of the office having oversight responsibility

for the audit. Provide individual profiles of the audit partner, second partner, manager and in-charge accountant that will be assigned to the **Institution** engagement including credentials and relevant experience. Estimate the number of hours that each individual will be assigned to the audit.

3. Quality Control. Provide information regarding Firm quality control standards, independence of the Firm, and the results of the Firm's most recent peer review.

#### **4.6 Criteria 2 – Mandatory Services Defined**

1. Services Defined. The Offeror should list the services covered by this response. All mandatory services listed in Section 6.1 must be included in this list for the Offeror's response to be considered.
2. Timing. The Offeror should provide detailed information as to the scheduled preliminary and final fieldwork, along with expected completion dates. The Offeror must commit to completion of fieldwork and delivery of an audit opinion on the primary financial statements of the University by approximately September 10th each year.
3. Audit Approach. The Offeror should provide a detailed work plan to include: audit area, estimated amount of time, anticipated date or dates, and required or desired assistance from the University.

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 7.0

#### **4.8 Criteria 4- Evidence of Successful Performance**

1. Experience: Indicate the Offeror's experience with:
  - providing similar services for colleges and universities
  - providing tailored consulting/tax services to higher education
  - consulting pertaining to financial aid programs
  - current accounting issues, FASB issues, trends and changes affecting institutions of higher education
  - other specialized higher education activities (i.e., publications, training)

Please list any colleges and universities for which your Firm has performed similar services within the past three years.

2. References: Offeror shall supply names, street and e-mail addresses, and telephone numbers of three business references for whom similar work has been accomplished and briefly describe the type of service provided. By submission of a Proposal, Offeror grants permission to the University to contact the references.

#### **4.9 Criteria 5-Other Additional Information**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal. The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

## **5.0 Special Conditions**

### **5.1 Contract Term**

The contract resulting from this RFP shall be effective for the audits of fiscal year ending June 30, 2011 – 2015. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

### **5.2 Acceptance or Rejection and Award Proposal**

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

### **5.3 Entire Agreement**

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

### **5.4 Termination for Convenience**

**Institution**, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

### **5.5 Termination for Non-Performance**

#### **Default**

The Director of Purchasing may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor there under. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such

an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

### **Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

### **5.6 Assignment**

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

### **5.7 Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in **State** as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

### **5.8 Indemnification**

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

## 5.9 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

### **COVERAGES**

**Workers' Compensation**

**Employer's Liability**

**Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.**

**Business Automobile Liability, covering owned, leased, or non-owned autos.**

**Accountants Professional Liability Insurance**

### **LIMITS**

**Limits not less than those required by applicable statute.**

**At least \$1,000,000.**

**Combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations.**

**Combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles.**

**\$1,000,000 per wrongful act;  
\$5,000,000 annual aggregate**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the **Institution** Department of Purchasing. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

## 5.10 Method of Award

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered. Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document.

**5.11 Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.



## 6.0 **Scope of Services**

### 6.1 **Mandatory Services Defined**

- 1) Annual independent audit of:
  - i) **Institution**
  - ii) **Institution** A-133 audit
  - iii) **Institution** 403 (b) plan audit
- 2) Compliance letter on unearned tuition to the **State** Higher Education Commission.

### 6.2 **Optional Services**

The University has an on-going need for specialized audit, accounting and tax consulting services, such as consultation on accounting issues, tax research, etc. It is anticipated that the Offeror, as the external auditor of the University will, under this contract, provide requested services to the University on all specialized audit, accounting and tax related consulting matters.

**7.0 Financial Offer Summary**

**7.1 Mandatory Services**

Total firm fixed price for the year ended June 30, **Year** (including all out-of-pocket expenses) to cover mandatory services (1) and (2) defined in Section 6.1 above .

\$ \_\_\_\_\_  
(fixed price)

Breakdown of hours for June 30, **Year**, by service

Audit partner and similar	_____	hours
Audit manager and similar	_____	hours
Senior accountant	_____	hours
Staff accountant	_____	hours
Other:		
_____	_____	hours
_____	_____	hours
_____	_____	hours

TOTAL HOURS

\_\_\_\_\_

Total firm fixed price for the year ended June 30, **Year**, including all out of pocket expenses.

\$ \_\_\_\_\_  
\_\_\_\_\_  
(fixed price)

Total firm fixed price for the year ended June 30, **Year**, including all out of pocket expenses.

\$ \_\_\_\_\_  
\_\_\_\_\_  
(fixed price)

Total firm fixed price for the year ended June 30, **Year**, including all out of pocket expenses.

\$ \_\_\_\_\_  
\_\_\_\_\_  
(fixed price)

Total firm fixed price for the year ended June 30, **Year**, including all out of pocket expenses.

\$ \_\_\_\_\_  
\_\_\_\_\_  
(fixed price)

## 7.2 **Optional Services**

Offerors must provide a bid on the optional services detailed in Section 6.2. The University shall, in its sole discretion, make the determination as to whether the optional service will be undertaken.

Please provide an hourly rate at which you will commit to perform additional audit, accounting and tax consulting services, by level of personnel required:

Audit partner and similar	\$_____ per hour
Audit manager and similar	\$_____ per hour
Senior accountant	\$_____ per hour
Staff accountant	\$_____ per hour
Tax partner and similar	\$_____ per hour
Tax manager and similar	\$_____ per hour
Tax senior	\$_____ per hour
Tax staff	\$_____ per hour

## 7.3 **Alternate Pricing**

In addition to the above financial offer, Offeror may submit alternative financial proposals, however the information requested in section 7.1 above must be supplied and will be used for proposal evaluation purposes.