



Outsourced Accounting and Chief Financial Officer Services
Invitation to Negotiate (ITN 2024-25-01)

Solicitation Timeline:

Issue Date: *Monday, November 18, 2024*

Deadline to Submit Questions: *Monday, November 25, 2024 by 5:00 p.m.*

Responses to Questions Posted: *Wednesday, November 27, 2024*

Deadline to Submit Response: *Friday, December 6, 2024 by 5:00 p.m.*

Notice of Intent to Award Posted: *Wednesday, December 11, 2024*

To promote fairness, transparency, and integrity by preventing potential conflicts of interest, undue influence, and favoritism in procurement activities, bidders should direct all correspondence or inquiries during the invitation to negotiate process to the following procurement official, in writing via email:

Kimberly Komorny
Director of Operations & Finance
Charity for Change

KimberlyKomorny@charityforchange.org

Section 1: Introduction

A. Organization Background

Charity for Change exists to elevate Pre-K to 5th-grade children to achieve their full potential through character education, charitable and community involvement, academics, and parental and community engagement. Charity for Change provides a character education curriculum teaching resilience to students and integrating service learning and academics. By educating the hearts as well as the minds of children, we are developing future citizens who will be more successful in school, future careers and life.

B. ITN Objective and Overview

The purpose of this Invitation to Negotiate (ITN) is to determine the best method for providing outsourced accounting and Chief Financial Officer services for Charity for Change, and to identify one or more responsive vendors with which the agency may negotiate in order to receive the best value.

C. Eligible Bidders

Eligible Bidders include vendors that are registered to do business in the State of Florida and that demonstrate financial stability and sufficient applicable experience and expertise to provide the services to be procured. All necessary affirmative steps will be taken to solicit participation of locally owned, minority-owned, female-owned and small businesses.

Section 2: Solicitation Process

A. Overview

In accordance with Charity for Change's procurement policy, formal competitive solicitations will be issued when goods or services to be purchased are estimated to be greater than or equal to \$35,000. Competitive solicitations are made available simultaneously to all vendors and are advertised on the Charity for Change website.

B. Questions and Answers

All questions regarding this ITN must be submitted in writing, via email only, to the procurement contact listed on the cover page of this ITN. The deadline for the submission of questions is reflected in the Solicitation Timeline.

Charity for Change reserves the right to accept or reject any or all requests for clarifications, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions. Bidders will be notified of the rejection of their request for

clarification. Oral requests for clarification will not be accepted. Responses to requests for clarification will be provided in writing by date and time outline in the Solicitation Timeline.

C. Solicitation Timeline

The table below contains the anticipated timeline of events for this solicitation. The dates and times are subject to change. The applicant is responsible for ensuring that Charity for Change receives all the required documentation by the dates and times (Eastern time) specified below (or as revised by the ITN).

Activity	Timeline
Release ITN	Monday, November 18, 2024
Written Question Deadline	Monday, November 25, 2024, by 5:00 PM
Answers to Questions Posted on Website	Wednesday, November 27, 2024
Deadline for Submission of Responses	Friday, December 6, 2024, by 5:00 PM
Notice of Selection of Bidder to Advance to Negotiation	Wednesday, December 11, 2024

D. Response Submittal and Deadline

Responses will be due no later than Friday, December 6, 2024, by 5:00 PM Eastern Time. Responses received later than the date and time specified will not be considered. Charity for Change assumes no responsibility or liability for late delivery or receipt of responses. The burden is on the Bidder to confirm receipt by Charity for Change of any submittal.

The responses will be evaluated pursuant to the criteria set forth in this solicitation. Notification of selection or non-selection of all Bidders who submitted conforming responses will be emailed when the selection process is final.

E. Disclosure of Conflicts

All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee or board member of Charity for Change. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of Charity for Change for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of Charity for Change shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of Charity for Change. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

F. Waiver Authority and Right to Cancel

Charity for Change reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this solicitation at any time prior to awards.

This solicitation does not commit Charity for Change to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. Charity for Change reserves the right to accept or reject any or all responses received, negotiate with all qualified Bidders, cancel or modify the solicitation in part or in its entirety, or change the response guidelines, when it is in its best interests.

G. Responsiveness and Responsibility

Charity for Change will only award a contract to a responsive and responsible Bidder. To qualify as responsive, the Bidder must respond to all requirements of the solicitation in a complete and thorough manner. Specifically, the Bidder must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously provide the proposed goods or services; (2) the necessary experience, organization, qualifications, skills and facilities to provide the types of good or services set forth in this solicitation; (3) a satisfactory record of performance in the provision of the goods or services set forth in this solicitation; and (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity.

ANY RESPONSE DETERMINED TO BE NONRESPONSIVE TO THIS SOLICITATION, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS CHARITY FOR CHANGE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

Unless otherwise specified in this solicitation, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this solicitation.

The goal of this solicitation is to select and enter into a Contract with the Bidder that will provide the best value of goods or services to achieve the procurement goals of Charity for Change. Bidders are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated solicitation specification. Costs that are not specifically identified in the Bidder's response and/or not specifically accepted by Charity for Change as part of the Contract will not be compensated under any contract awarded pursuant to this solicitation.

The Bidder's submitted Response shall be treated by Charity for Change as an accurate statement of the Bidder's capabilities and experience. Should any statement asserted by the Bidder prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or

inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract. Charity for Change will rule on any such matters and will determine appropriate action. If Charity for Change determines that it is necessary to revise any part of this solicitation, or if additional data is necessary to clarify any of its provisions, a supplement will be issued in the same manner as originally distributed.

Charity for Change reserves the right to amend the solicitation at any time prior to the deadline for submission of responses. Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the deadline for submission. The Contract and work orders entered into as a result of this solicitation shall be on a fee for service basis. It is anticipated that Charity for Change shall select one Bidder to this solicitation and intends to enter into a Contract with one Bidder. It is anticipated that the term of the Contract entered into pursuant to this solicitation will be for a term of December 15, 2024, through June 30, 2025, with an option for Charity for Change to renew for subsequent fiscal years in its discretion.

Section 3: Scope of Services

Charity for Change seeks a highly qualified accounting firm to provide the services outlined below and to provide outsourced accounting and Chief Financial Officer (CFO) services. The services that will be required of the selected Bidder shall include:

- In collaboration with Charity for Change staff, develop accounting procedures and practices, incorporating strong internal controls, such as will permit Charity for Change to sufficiently and properly reflect all direct costs of any nature associated with the program
- Provide any necessary transitional and ongoing training to CFC staff for use of any accounting software
- Develop allocation methodology
- Record month-end journal entries
- Complete cost allocations
- Review reconciled bank and credit card statements and provide backup monthly report for submission to the Florida Department of Education
- Review management reports
- Prepare quarterly reports for the Department of Education.
- Update audit schedules
- Review monthly financial statements for management and Board of Directors
- Coordinate fiscal quarterly review with the CEO, Board Treasurer, and Finance Committee
- Review monthly budget to actual summary and budget to actual detail report
- Prepare other reports or statements as requested by the CEO or Director of Operations and Finance
- Assist management in preparation of budgets & reports
- Assist management with annual budget development
- Maintain accurate chart of accounts

- Coordinate with the Charity for Change audit firm & 990 preparer to provide information, documentation, and reports requested for preparation of the Charity for Change annual audit and 990, including writing the Management Discussion and Analysis
- Prepare requested schedules and documents
- Make adjusting entries as requested by auditor
- Address miscellaneous accounting needs related to fixed assets and surplus property
- Maintain strong internal controls and follow recommended best practices for separation of duties within Respondent's staff performing accounting functions on behalf of Charity for Change
- Other financial services as requested by the Charity for Change CEO
- Frequent face-to-face communication (either in person or via web-conferencing) will be expected during onboarding process, audits, and year-end budgeting process

Section 4: ITN Specifications

A. Submission of Responses

1. All expenses for a response to this solicitation are to be borne by the Bidder.
2. Interested Bidders should submit a fixed rate price for identified goods or services. The price shall include all labor, material, and equipment necessary for the performance of the agreement.
3. Charity for Change expects all Bidders to consent to the scope of work and specifications outlined herein. Exceptions must be clearly noted in the submission.
4. Responsive submissions shall clearly indicate the firm's legal name and mailing address and the name, title, telephone number, and email address of the contact person. Responses shall be signed above the typed or printed name and title of the authorized signer.
5. Submissions shall be binding and in effect for a period of ninety (90) days following the proposal opening.
6. All interested Bidders shall submit responses as one (1) PDF document as an attachment via email to KimberlyKomorny@charityforchange.org, indicating the title of this solicitation in the subject line of the email.
7. A statement indicating compliance with the terms, conditions and specifications contained in this solicitation must be presented in the response.

B. Response Information

1. Executive Summary: Bidders should provide a summary of their organization, their qualifications and their proposed approach for working with Charity for Change. This summary should be a maximum of one (1) page in length.
2. Statement of Qualifications:

- a. Describe the organization, date founded, ownership, and other business affiliations.
 - b. Provide a list of addresses for offices located in Florida. Identify the office location that will service the account.
 - c. Describe the experience of the firm in providing similar services for other nonprofit corporations and the Florida Department of Education
 - d. Explain the depth of the firm including capabilities and availability of resources.
 - e. Describe any competitive advantages of engaging with your firm and how this may benefit Charity for Change.
 - f. Provide an affirmative statement that you are independent of Charity for Change and that you are properly licensed to practice in the State of Florida.
3. Personnel:
- a. Provide biographical information on all firm personnel or officers that will be directly involved in the management of Charity for Change's accounts; who the primary contact will be and what, if any, experience these individuals have in working with nonprofit clients. Please include customer service.
 - b. Provide an organizational chart for the personnel who will be associated with Charity for Change's accounts, including the roles of each person that illustrates the relationship among the personnel.
4. Accounting Services:
- a. Provide a description of accounting services available.
 - b. Describe your firm's approach to the provision of accounting services and your understanding of the scope of services contained in this Solicitation.
 - c. Delineate any additional services that may be provided to Charity for Change in relationship to the scope of this engagement.
 - d. Provide any other information you wish to include that highlights the capabilities of your firm in providing services to Charity for Change.
 - e. Provide a description of technology used including software.
5. Estimated Fee Schedule: Provide a comprehensive fee schedule for all proposed goods or services.
6. References: Provide a list of at least three (3) references and contact information.
7. Include a W-9 Form and Tax Identification Number (TIN).
8. Conflict of Interest: Indicate whether the Bidder/Firm has any conflict of interest.
9. Exceptions: If taking exception to any portion of the solicitation specifications, indicate those exceptions.
10. Authorized Signature: Sign and date the submission.

C. Correction of Proposals

Correction of inadvertently erroneous proposals shall be permitted up to the time of the solicitation submission deadline. Bidders shall not be allowed to modify their proposals after the submission deadline time and date.

D. Indemnification and Hold Harmless

Bidder covenants and agrees that it will indemnify and hold harmless Charity for Change and all of Charity for Change's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Bidder during the performance of the contract, whether direct, or indirect, and whether to any person or property to which Charity for Change of said parties may be subject, except that neither the Bidder nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Charity for Change or any of its officers, agents, or employees.

E. Insurance

If required upon execution of a contract, the Bidder shall maintain insurance during the life of this agreement, and Charity for Change shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

F. Independent Contractor:

It is expressly understood and agreed by both parties hereto that Charity for Change is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that Charity for Change shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind Charity for Change. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of Charity for Change. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Charity for Change, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that Charity for Change cannot save and hold harmless and/or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the Contract.

Section 5: Award Process

Charity for Change or its designated committee shall evaluate each Response that is properly submitted. The written proposals will be evaluated and ranked based on the criteria enumerated below. Selection will be awarded based solely on ranking of written proposals deemed to be fully qualified and best suited. However, at the discretion of Charity for Change or the designated committee, two or more Bidders may be asked to provide oral presentations to Charity for Change or the designated committee. Notice of the assigned times will be communicated in advance to the Bidder(s). These exchanges are not in any way be construed as a “negotiation” of terms by either party.

Selection of a Bidder to provide the solicited goods or services will be based on the following criteria. The maximum score for any proposal is 100 points, with each section being worth points as indicated below:

SELECTION CRITERIA	POSSIBLE POINTS
Experience and Qualifications of the Bidder	25
Quality of Goods or Services Offered	30
Cost to Provide Goods or Services	35
Local Preference (Headquarters in Florida)	5
Commitment to Community Engagement	5
MAXIMUM TOTAL SCORE	100

While the order of these factors does not generally denote relative importance, Charity for Change acknowledges that selecting best value providers primarily requires a balanced combination of (1) reasonable rates and the availability of flat fees, blended rates and caps on fees, and (2) strong experience and demonstrated expertise in providing goods or services to similar entities. Charity for Change reserves the right to consider such other relevant factors, as it deems appropriate in order to hire the best value provider of the solicited goods or services.

Charity for Change may or may not seek additional information from Bidders prior to making a selection. This solicitation does not commit Charity for Change to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any goods or services. Charity for Change reserves the right to accept or reject any or all submittals received, cancel or modify the solicitation in part or in its entirety, or change the solicitation guidelines, when it is in the best interests of Charity for Change to do so.

Charity for Change shall evaluate all responses and will notify all Bidders of its Intent to Negotiate with the selected Bidder by December 11, 2024, and intends to enter into a Contract within thirty (30) days of negotiation.