



STATE CHARTER SCHOOLS COMMISSION OF GEORGIA

REQUEST FOR PROPOSALS

FOR

PARTICIPATION IN THE

FY2021 SCSC APPROVED AUDITOR PROGRAM

RELEASED:

FEBRUARY 26, 2021

RESPONSES DUE:

MARCH 26, 2021

EXPECTED AWARD NOTIFICATION:

APRIL 14, 2021



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1. INTRODUCTION

a. PURPOSE

The State Charter Schools Commission of Georgia (SCSC) is seeking qualified certified public accountants licensed to provide independent audits of state charter schools as required by O.C.G.A. § 20-2-2065(b)(7).

b. GENERAL INFORMATION

The SCSC is a state-level independent charter school authorizer. Nonprofit Georgia corporations may petition the SCSC to establish a state charter school that operates as an independent public school in accordance with the Georgia Charter Schools Act. If the petition is approved by the SCSC, the SCSC will execute a charter contract with the petitioning corporation for the operation of the state charter school. As public schools, state charter schools receive state funding allocated pursuant to O.C.G.A. § 20-2-2089 and proportionate shares of funding from federal education grant programs. State charter schools do not receive funding from taxation by local governments.

Each state charter school is governed by an independent board of directors that is subject to the monitoring and evaluation of the SCSC. The governing board of each school is responsible for the operation and financial affairs of the school. The SCSC does not manage state charter schools; however, given its responsibility to monitor and evaluate state charter schools, the SCSC determined that it is willing to provide access to high-quality financial audits to ensure proper and appropriate use of public funding. The SCSC Approved Auditor Program allows state charter schools to choose an auditor identified by the SCSC and undergo the audit at cost to the SCSC. State charter schools participate in the SCSC Approved Auditor Program on a voluntary basis.

c. SCOPE OF PROCUREMENT

The SCSC is seeking to identify certified public accountants to provide independent audits of state charter schools as required by O.C.G.A. § 20-2-2065(b)(7) for the state 2021 fiscal year (July 1, 2020 – June 30, 2021). Thirty-nine (39) state charter schools are operational during FY2021. Some schools are likely to require a Single Audit pursuant to 2 C.F.R. § 200.501 (formerly OMB A-133) due to the amount of federal funding received by the school.

Selection as an Approved Auditor as part of the FY2021 SCSC Approved Auditor Program does not guarantee a contract, engagement, funding, or award. Once selected as an Approved Auditor, the SCSC will provide a list of Approved Auditors to each state charter school for their consideration and selection. Only if a state charter school selects an Approved Auditor will the SCSC negotiate and execute a contract for the audit.

d. DEFINITIONS

Approved Auditor means an Offeror that is selected by the SCSC to be chosen by state charter schools to provide audit services at cost to the SCSC.



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Engaged State Charter School or Engaged School means a state charter school that chooses to participate in the SCSC Approved Auditor Program by selecting an Approved Auditor to provide services to the school at cost to the SCSC.

Offeror means the individual or firm responding to this RFP.

State Charter School means a charter school authorized by the SCSC.

e. OFFICIAL CONTACT INFORMATION

Inquiries related to this RFP or the FY2021 SCSC Approved Auditor Program must be directed to Morgan Felts at morgan.felts@scsc.georgia.gov. Inquiries should be limited to technical aspects of the RFP and its submission or general aspects of the SCSC Approved Auditor Program. **Inquiries should not be made in an attempt to discern the possible cost of conducting an audit for a state charter school.** Interested Offerors are encouraged to examine publicly available information, such as funding allotments available on the website for the Georgia Department of Education, as well as general information that is available on the respective website for each school.

2. INSTRUCTIONS

a. TERMS AND CONDITIONS

The SCSC is not responsible for any costs incurred by any firm or Offeror in preparation of a response to this RFP. The SCSC reserves the right to request clarification of information submitted and to request additional information of one or more Offerors. By submitting a proposal, the Offeror certifies that it has fully read and understood this RFP and the detailed requirements of the services to be provided and the conditions under which such services are to be performed. Any response to this RFP shall constitute an irrevocable offer, for a period of 90 days, to provide the SCSC and engaged state charter school the proposed services at the proposed compensation. **The SCSC reserves the right to reject any and all proposals, to waive any informality in a proposal, to call for new proposals, and to amend this RFP.** Each Offeror is independently responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes or additions to the Offeror's response. All Offerors are encouraged to frequently check the SCSC website at scsc.georgia.gov/approved-auditor-program for additional or updated information.

The RFP and the Offeror's final response as accepted by the SCSC will become part of a written contract between the SCSC and the Offeror if the Offeror is selected by the SCSC as an Approved Auditor and chosen for audit services by a state charter school. If an Approved Auditor fails to fulfill its obligations under a contract executed as part of the SCSC Approved Auditor Program, the SCSC will terminate the contract according to the provisions therein. An Offeror or Approved Auditor shall not assign or transfer any interest in a contract executed as part of the SCSC Approved Auditor Program without the prior written consent of the SCSC. An Offeror or Approved Auditor shall not subcontract, delegate, assign or transfer any interest in a contract executed as part of the SCSC Approved Auditor Program without the prior written consent of the SCSC.



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The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other public records to be made public unless otherwise provided by law.

The submission of a response by an Offeror certifies that it will abide by all applicable provisions of law, including, but not limited to, the Georgia Security and Immigration Compliance Act (O.C.G.A Section 13-10-91).

b. SUBMISSION INSTRUCTIONS

Offerors shall submit their responses to this RFP electronically to Morgan Felts at morgan.felts@scsc.georgia.gov. Written narratives must be in Adobe .pdf or Microsoft Word format. Cost proposals may be submitted in a format readable by Microsoft Excel or Word. Any pictures, scans, or other documents submitted by the Offeror, such as evidence of licensure, shall be in Adobe .pdf format.

Responses must be received by 11:59 PM on March 26, 2021. The time of receipt recorded by the SCSC electronic mail system shall serve as the conclusive time of receipt. Failure to submit a response by the deadline will disqualify Offeror from participation in the FY2021 SCSC Approved Auditor Program.

3. PROJECT

a. FY2021 SCSC APPROVED AUDITOR PROGRAM

State charter schools are required to receive annual independent audits conducted by a certified professional accountant authorized to do business in Georgia each year. To facilitate timely, accurate, and high-quality audits, the SCSC approves auditors that state charter schools may select to conduct their required audit at the expense of the SCSC. While the SCSC covers the cost of the audit, the state charter school remains the client of the Approved Auditor and is responsible for working with the Approved Auditor to complete the audit. Upon conclusion of the audit and acceptance of the audit report by the state charter school's governing board, the school will provide the SCSC a copy of its final audit report and any associated documents.

State charter schools may elect to participate in the SCSC Approved Auditor Program or engage a different auditor at their own expense. As a result, **selection as an Approved Auditor as part of the FY2021 SCSC Approved Auditor Program does not guarantee a contract, engagement, funding, or award.** **Once selected as an Approved Auditor, the SCSC will provide a list of the Approved Auditors to each state charter school for their consideration and selection. Only if a state charter school selects an Approved Auditor will the SCSC negotiate and execute a contract for the audit.** A state charter school that selects an Approved Auditor will be an Engaged School. The SCSC will execute a contract with each Approved Auditor to cover the identified costs of the Engaged Schools identified in the Approved Auditor's response to this RFP. As an example:

Offeror XYZ submitted a response that included proposed costs to complete audits for each state charter school as required by this RFP. The SCSC reviewed the XYZ's response and determined the response to meet its standards to be identified as an Approved Auditor. The SCSC notified all state charter schools of the Approved Auditors with details



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of participating in the SCSC Approved Auditor Program. By the deadline provided by the SCSC, six (6) state charter schools selected XYZ to perform their audits. The SCSC will then execute a contract with XYZ for the costs XYZ identified in its proposal for the six (6) Engaged Schools.

Approved Auditors are responsible for working with Engaged Schools to complete the audit as required by the law and SCSC contract. SCSC staff may, in a limited manner, assist the Approved Auditor or Engaged School in understanding requirements or expectations of law or the scope of the required audit. All state charter schools are required to submit their complete audit to the SCSC by November 1, 2021. Offerors must plan their response to this RFP in a manner that will allow the school to meet its audit deadline. In the event an Engaged School is unable to meet its deadline as a result of a failure by its Approved Auditor, the Approved Auditor may be precluded from participating in future SCSC Approved Auditor Programs in addition to any other action the SCSC may take under its contract. An Approved Auditor will be held harmless if an Engaged School fails to meet its audit deadline due to substantial fault of the school.

For each Engaged School, an Approved Auditor must provide auditing services consistent with *Generally Accepted Government Auditing Standards*, including reports of the school's internal controls and compliance, review of the statement of position and statement of activities, the governmental fund balance sheet and income statement, and the reconciliation statements between governmental and full accrual statements and the changes in fund balances budget and actual for the state fiscal year ending June 30, 2021. The Approved Auditor shall provide a written draft audit report for each Engaged School to the governing board of the Engaged School by October 15, 2021.

An Approved Auditor may, in the course of providing services to an Engaged School, discover that the school requires a Single Audit pursuant to 2 C.F.R. § 200.501. As such, an Offeror is encouraged to include the cost of conducting a Single Audit as a contingency within its response to this RFP. If an Engaged School requires a Single Audit, the Approved Auditor will be required to inform the Engaged School and SCSC of this requirement and complete the required Single Audit by March 31, 2022.

Approved Auditors are not precluded from offering or providing Engaged Schools services that are outside the scope of the SCSC Approved Auditor Program. The SCSC will not be responsible for the cost or negotiation of services provided by the Approved Auditor to an Engaged School that are not included in the contract between the SCSC and the Approved Auditor.

b. POTENTIAL ENTITIES TO BE AUDITED

There are thirty-nine (39) state charter schools operational during FY2021. They are listed below, as are links to their websites.

School Name	Grades Served	Year Opened	Attendance Zones
Academy for Classical Education	K-12	2014	Statewide
Atlanta Heights	K-8	2010	APS District Enrollment Zone
Atlanta Unbound Academy	K-8	2020	Statewide



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School Name	Grades Served	Year Opened	Attendance Zones
Baconton Community Charter School	K-12	2000	Mitchell County, Lee County, Dougherty County, Baker County, and Worth County Schools Zones
Brookhaven Innovation Academy	K-8	2016	Statewide
Cherokee Charter Academy	K-12	2011	Cherokee County Public Schools Zone
Cirrus Academy	K-12	2016	Statewide
Coastal Plains Education Charter HS	9-12	2017	Statewide
Coweta Charter Academy	K-8	2010	Coweta County Public Schools Zone
Delta STEAM Academy	K-4	2020	Atlanta Public Schools, Cobb County, Paulding County, and Douglas County
DuBois Integrity Academy	K-5	2015	Clayton County Public Schools Zone
Ethos Classical	K-5	2019	Atlanta Public Schools and Fulton County Schools Zones
Foothills Education Charter High School	9-12	2015	Statewide
Fulton Leadership Academy	6-12	2010	Fulton County Public Schools Zone
Furlow Charter School	K-12	2015	Sumter County
Genesis Academy for Boys	K-10	2017	Statewide
Genesis Academy for Girls	K-10	2017	Statewide
Georgia Connections Academy	5-12	2011	Statewide
Georgia Cyber Academy	K-12	2014	Statewide
Georgia Fugees Academy Charter School	6-12	2020	Statewide
Georgia School for Innovation and the Classics	K-12	2015	Statewide
Harriet Tubman School of Science and Tech	K-5	2020	APS District Enrollment Zone
International Academy of Smyrna	K-6	2017	Cobb County School District
International Charter Academy of Georgia	K-5	2018	Statewide
International Charter School of Atlanta	K-8	2015	Statewide
Ivy Preparatory Academy at Kirkwood	K-8	2011	DeKalb County and APS District Enrollment Zone
Liberty Tech Charter School	K-8	2016	Statewide



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School Name	Grades Served	Year Opened	Attendance Zones
Mountain Education Charter School	9-12	2007	Statewide
Odyssey School	K-12	2004	Coweta County Public Schools Zone
Pataula Charter Academy	K-12	2010	Baker, Calhoun, Clay, Early, and Randolph Public School districts
Resurgence Hall	K-8	2017	Fulton County and Atlanta Public Schools
SAIL-School for Arts Infused Learning	K-8	2017	Statewide
Scintilla Charter Academy	K-6	2015	Lowndes County and Valdosta City School districts
SLAM Academy of Atlanta	K-7	2018	Atlanta Public Zone
Southwest Georgia STEM Charter School	K-12	2016	Statewide
Spring Creek Charter Academy	K-9	2019	Decatur County School District, Miller County Schools, and Seminole County Schools
Statesboro STEAM College, Careers, Arts, and Technology Academy	6-12	2016	Bullock County Public Schools
Utopian Academy for the Arts	6-8	2014	Clayton County Public Schools Zone
Yi Hwang Academy of Language and Excellence	K-5	2020	Statewide

Note: Grades served denotes the grade levels that the school is authorized to serve per the terms of its charter contract. The school may select to expand into grade levels over time, and therefore may not currently serve all denoted grade levels.

Additional information regarding the finances of each state charter school is included in various reports available through the Georgia Department of Education's website here:

<http://www.gadoe.org/Finance-and-Business-Operations/Financial-Review/Pages/default.aspx>

4. OFFEROR RESPONSES

a. DESCRIPTION OF AUDITS

An Offeror's response to this RFP should include a written description of its qualifications, abilities, methodologies, and processes for performing audits that adhere to *Generally Accepted Government Auditing Standards*. The Offeror should describe its ability to:

- Train the engaged school on the audit process and on how to prepare for the audit so that the audit can be finalized without excessive delays;
- Fairly present the financial position, results of financial operations, and cash flows in accordance with determining whether the general purpose financial statements present



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fairly the financial position and results of financial operations and cash flows in accordance *Generally Accepted Government Auditing Standards*;

- Ensure that any supplementary information is fairly presented in all material respects in relation to the financial statements taken as a whole;
- Obtain an understanding of internal control over financial reporting sufficient to plan the audit by performing procedures to understand both the design of controls relevant to an audit of financial statements and whether they have been placed in operation, and assess control risk;
- Determine the compliance of an Engaged School with material requirements of rule and law;
- Follow up on known material findings and recommendations from previous audits;
- Prepare working papers containing sufficient information to enable an experienced auditor, having no previous connection with the audit, to ascertain from them the evidence that supports the auditor's significant conclusions and judgements;
- Complete a report summary for each audit (template included as Attachment C) to provide the SCSC with material information from the audit needed to calculate a school's financial score on the SCSC Comprehensive Performance Framework; and
- Complete each audit within mandated timeframes.

Responses shall refrain from using elaborate or promotional materials beyond those required to respond to this RFP. Responses may include supplemental materials, such as evidence of licensure, but any supplemental materials must relate to the substance of this RFP. All information in response to this RFP must be included in the submitted response. There may be no information that is linked to a website that requires reviewers to access the website for consideration of content.

b. COST PROPOSAL

An Offeror's response to this RFP must include a cost proposal for **each** state charter school. An Offeror may not respond to this RFP in an attempt to provide services only to certain state charter schools selected by the Offeror. Each cost proposal included in this response shall include all costs related to providing services to the state charter school, including, but not limited to, travel, materials, and additional staffing. Offerors are encouraged to plan for the possibility of providing a Single Audit for one or more schools and to provide such costs as a contingency should the Single Audits be required. **Single audit costs should be inclusive of all major programs to be audited. For example, if an Offeror estimates a school may require a single audit for 3 major programs, the cost should encompass all three major programs. If selected and a single audit is required, the cost will remain the same whether 2 or 4 major programs are identified. The RFP should clearly identify the total cost and estimated number of major programs.**

During the course of the audit, an Approved Auditor may encounter unforeseen circumstances that require additional time and expense. As a result, Offerors should include a contingency when such unforeseen events occur that will be limited to each Engaged School and under the contract as a whole. For example, an Offeror may include a contingency that requests the ability to amend its stated cost proposal by up to X dollars per Engaged School and no more than XX dollars under the contract.



Unforeseen costs that require additional time and expense arising from a period not within the scope of this audit are not to be included in the Offeror's cost proposal and will not be reimbursed by the SCSC under this contract. For example, an Approved Auditor may encounter circumstances in which a state charter school's financial statements from the prior year require substantial amendments for proper auditing of the FY20 fiscal year. Substantial work to remedy prior year misstatements is not within the scope of this request or contract and such costs will not be reimbursed by the SCSC. An Approved Auditor may negotiate fees with the state charter school to cover costs that arise from a period not within the scope of this audit and such costs will be borne solely by the state charter school. An Approved Auditor must notify the state charter school of the additional time and expense arising from a period not within the scope of this audit prior to engaging in that work.

c. MANDATORY REQUIREMENTS

An Offeror's Response **MUST** include the following:

- Individual or Firm Name;
- Individual or Firm License Number;
- Evidence of authorization to do business in Georgia;
- Evidence of a GAGAS Peer Review conducted within the past three (3) years;
- GAGAS Peer Review Rating;
- Evidence of at least one governmental (GAGAS) audit conducted within the past three (3) years;
- Number of audit reports submitted after an entity's contractual deadline within the past three (3) audit cycles. Audit reports that were submitted late as a result of client delays or the client's poor recordkeeping shall not be included in this total;
- Affirmative statement that the Offeror commits to complete a report summary as demonstrated by Attachment C;
- Affirmative statement that the Offeror commits to complete each audit by the school's November 1st deadline;
- One (1) sample audit report created by the firm for a state charter school or related entity; and
- A 1-page summary about the audit firm that the SCSC will submit to all state charter schools if selected as an Approved Auditor.

5. PROPOSAL EVALUATION AND AWARD

Georgia procurement law provides that audit services provided by a licensed certified public accountant are exempt from competitive bidding requirements. As a result, the SCSC has managerial discretion to engage auditors that best meet its needs and those of state charter schools. However, in an effort to efficiently utilize public funding and to provide greater opportunities, the SCSC is conducting this RFP to identify those auditors that will best serve the SCSC Approved Auditors Program. The cost of audits is an important factor in determining the appropriate use of public funding; however, cost alone will not be determinative in the selection of Approved Auditors. The quality of the audit services provided to the



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Engaged Schools is paramount and will drive the selection of Approved Auditors. The SCSC will select Approved Auditors that provide high-quality services in a cost-effective manner. The SCSC will not select Approved Auditors that do not present a proposal that is advantageous to the SCSC or state charter schools.

It is the policy of the SCSC that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

The SCSC prefers to select at least two Approved Auditors. The SCSC may select as many Approved Auditors as will be advantageous to the SCSC and state charter schools. The SCSC reserves the right to limit the number of Approved Auditors it selects as well as to reject all proposals in response to this RFP.

a. SPECIFIC EVALUATION CRITERIA

Each response to this RFP will be rated by two reviewers and the scores for each Offeror will be averaged into one score. Responses to this RFP will be scored as follows:

GAGAS Peer Review Conducted within the past 3 years*?	5 Points
Yes	5
No	0
GAGAS Peer Review Rating*	10 Points
Pass	10
Pass with Deficiencies	5
Fail or no peer review conducted	0
Number of State Charter Schools (GA) audited in the past 3 years^	15 Points
0-5	5
6-9	10
10 or more	15
Number of governmental (GAGAS) audits in the past 3 years^	10 Points
0-10	3
11-15	7
16 or more	10
Number of single audits(A-133) performed in the past 3 years^	15 Points
0-5	5
6-10	10
11 or more	15
Active State CPA license or Reciprocated Licensure in GA	5 Points
Yes	5



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No	0
Are the Proposed Costs Appropriate?	10 Points
The Proposed Costs exceed historical and market costs.	0
The Proposed Costs align with historical and market costs.	5
The Proposed Average Cost/audit is no greater than \$12,000 (excl single audit).	10
Are the Proposed Costs for Single Audits Clear and Appropriate?	10 Points
The Proposed Costs exceed historical and market costs.	0
The Proposed Costs align with historical and market costs.	5
The Proposed Average Cost/single audit is no greater than \$3,000.	10
Is the Overall Offer Advantageous?	10 Points
The overall offer is not advantageous to the SCSC or state charter schools.	0
The overall offer is advantageous to the SCSC or state charter schools.	1-10
Number of audit reports submitted late by clients in 3 year period	10 Points
0	10
1-2	5
3 or more	0
Total Points Earned	

* Audit reports that were submitted late as a result of client delays or the client's poor recordkeeping shall not be included in this total.

^List of schools/clients provided by auditor with service dates and names of schools listed

b. NEGOTIATIONS OF PROPOSALS

After scoring the Offerors' proposals, the SCSC may elect to enter into one or more rounds of negotiations with all responsive and responsible Offerors or only those Offerors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Offerors included in the competitive range must have highly scored proposals. After each round of negotiations (if any), the Offeror will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Offerors. Offerors may be removed from further participation in the negotiation process in the event the Evaluation Team determines the Offeror cannot be considered responsive and responsible or based on the competitive range.

c. CONTRACT TERMS AND CONDITIONS



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The contract the SCSC will execute with Approved Auditors selected by Engaged Schools is attached to this RFP. The “Contractor’s final response as accepted by the SCSC” shall mean: the final cost and technical proposals submitted by the Offeror and any subsequent revisions to the cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the SCSC, except that no objection or amendment by an Offeror to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the SCSC has explicitly accepted the Offerors objection or amendment in writing.

Please review SCSC contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Offerors to better evaluate the costs associated with the RFP and the potential resulting contract.

By submitting a proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted with the Offeror’s response. Exceptions must be in an original document using the track changes function and may not be submitted in the form of highlighted changes to the original contract. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Offeror is selected for as an Approved Auditor and selected by an Engaged School, the Approved Auditor will be required to enter into discussions with the SCSC to resolve any contractual differences. Failure to resolve any contractual issues will lead to rejection of the Offeror. The SCSC reserves the right to enter into discussions with additional Offerors.

The SCSC reserves the right to modify the contract to be consistent with the apparent successful offer and to negotiate other modifications with the apparent successful Offeror. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the SCSC, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by the SCSC, in its sole discretion, will be rejected.

6. LIST OF ATTACHMENTS

- The Approved Auditor Evaluation Rubric is attached to this RFP as Attachment A.
- The Contracts with Approved Auditor are attached to this RFP as Attachment B1 and Attachment B2.
- The report summary template to be completed for each audit submitted is attached to this RFP at Attachment C.

Attachment A - Evaluation Rubric

Firm Name:	
Control #:	
Firm/Individual CPA license#:	

GAGAS Peer Review Conducted within the past 3 years*?	5 Points
Yes	5
No	0
GAGAS Peer Review Rating*	10 Points
Pass	10
Pass with Deficiencies	5
Fail or no peer review conducted	0
Number of State Charter Schools (GA) audited in the past 3 years^	15 Points
0-5	5
6-9	10
10 or more	15
Number of governmental (GAGAS) audits in the past 3 years^	10 Points
0-10	3
11-15	7
16 or more	10
Number of single audits(A-133) performed in the past 3 years^	15 Points
0-5	5
6-10	10
11 or more	15
Active State CPA license or Reciprocated Licensure in GA	5 Points
Yes	5
No	0
Are the Proposed Costs Appropriate?	10 Points
The Proposed Costs exceed historical and market costs.	0
The Proposed Costs align with historical and market costs.	5
The Proposed Average Cost/audit is no greater than \$12,000 (excl single audit).	10
Are the Proposed Costs for Single Audits Clear and Appropriate?	10 Points
The Proposed Costs exceed historical and market costs.	0
The Proposed Costs align with historical and market costs.	5
The Proposed Average Cost/single audit is no greater than \$3,000.	10
Is the Overall Offer Advantageous?	10 Points

The overall offer is not advantageous to the SCSC or state charter schools.	0
The overall offer is advantageous to the SCSC or state charter schools.	1-10
Number of audit reports submitted late by clients in 3 year period	10 Points
0	10
2-Jan	5
3 or more	0
Total Points Earned	

*GAGAS peer review provided by auditor

^List of schools/clients provided by auditor with service dates and names of schools listed

Mandatory minimum for consideration

Reviewer: Discuss why the offer is or is not advantageous to the SCSC or state charter schools:

Attachment B1

CONTRACT

STATE OF GEORGIA

COUNTY OF FULTON

This contract ("**Contract**") is made and entered into by and between the State Charter Schools Commission of Georgia, hereinafter referred to as the "SCSC," and [**Contractor Name**], [**Contractor Address**], hereinafter referred to as the "**Contractor**".

WHEREAS, all state charter schools are subject to an annual audit by an independent certified public accountant licensed in Georgia, pursuant to O.C.G.A. § 20-2-2065(b)(7);

WHEREAS, the SCSC has identified the need to receive uniform and timely audit reports to adequately monitor state charter schools for the state 2021 fiscal year (July 1, 2020 – June 30, 2021); and,

WHEREAS, the Contractor has indicated that it is willing, qualified, and experienced to provide such professional services for the SCSC.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

1. Scope of Services.

- a. Annual Audit: The SCSC will provide the Contractor a list of state charter schools to be audited under this Contract, hereinafter referred to as "**Engaged Schools**". For each Engaged School, the Contractor will provide auditing services consistent with *Generally Accepted Government Auditing Standards*, including reports of the school's internal controls and compliance, review of the statement of position and statement of activities, the governmental fund balance sheet and income statement, and the reconciliation statements between governmental and full accrual statements and the changes in fund balances budget and actual for the state fiscal year ending June 30, 2021. The Contractor shall also provide the SCSC a report summary for each audit to provide the SCSC with material information from the audit needed to calculate a school's financial score on the SCSC Comprehensive Performance Framework. The report summary shall be in a format as requested by the SCSC. The Contractor shall provide such audit services in accordance with Contractor's final response as accepted by the SCSC, which is expressly incorporated into this Contract as Attachment A. The Contractor shall provide a written draft audit report for each Engaged School to the governing board of the Engaged School and the SCSC by October 15, 2021. The Contractor shall provide a final audit report for each Engaged School to the governing board of the Engaged School and the SCSC by November 1, 2021.
- b. Additional Services: This Contract shall not be construed to prohibit Contractor from providing additional services to Engaged Schools not covered by this Contract. Services that require additional time and expense arising from a period not within Fiscal Year 2021 are not covered within the scope of this Contract. Contractor may negotiate fees with an Engaged School to provide services not covered by this Contract; however, the Contractor must notify the Engaged School of the additional work and proposed fees prior to beginning the services. The SCSC will not be responsible for the payment of any fees not covered within the scope of this Contract

2. Payment for Services.

- a. Compensation for Service: The SCSC will provide Contractor payments for services provided utilizing the Fee and Invoice Schedules below. The compensation provided by the SCSC under this Contract shall serve as compensation for the Contractor's time and effort as well as payment for all related travel expenses incurred as a result of this Contract. The Contractor shall not be entitled to any other travel reimbursement from the SCSC for services provided under this Contract. The maximum amount that can be paid by the SCSC to the Contractor under this Contract shall be [**Contract Amount with Contingencies**] (\$) unless the Contract is amended in writing under the provisions of this Contract. The SCSC shall have the right to withhold or deduct payments in the event of the Contractor's nonperformance.

- b. Annual Audit: The SCSC will provide the Contractor compensation for the audit services provided under this contract utilizing the fee proposal outlined in Contractor's final response as accepted by the SCSC as described below.

1. The Base Fee for services provided under this contract shall be: **[List of Base Fee]**
2. In the event the Contractor identifies unforeseen circumstances while providing services to an Engaged School that will require additional time and expense of the Contractor, the Contractor may request an amendment to the Fee Schedule. Any request to amend the Fee Schedule must be made in writing to the SCSC Executive Director prior to performance and shall state the reasons for the amendment.
3. The SCSC Executive Director may approve amendments to the Fee Schedule of no more than **(Per School Contingency Amount)** per Engaged School and the total of such amendments shall not exceed **(Overall Contingency Amount)** under this contract. The determination to amend the Fee Schedule is in the sole discretion of the SCSC Executive Director. In the event unforeseen circumstances arise that exceed the scope of this Contract and the fees outlined herein, the parties agree to negotiate additional services and fees in good faith.
4. In the event the Contractor does not provide a final audit report to the governing board of an Engaged School by November 1, 2021, the SCSC will reduce the total fee the Contractor would have received for that Engaged School by Five Percent (5%) for every thirty (30) days after November 1, 2021 that the Contractor fails to provide a final audit report to the governing board of an Engaged School. This paragraph shall not apply if the delay in producing the final audit report is the result of an Engaged School's obstruction of the audit process, poor recordkeeping, or any other event that is not within the control of the Contractor. This reduction in fees is intended to compensate the SCSC for any breach by the Contractor of its obligations under this Contract as the actual damages likely to result in this breach are difficult to estimate as of the date of this Contract and would be difficult for the SCSC to prove. This reduction in fees is not intended to serve as a penalty or punishment for any breach by Contractor.

- c. Invoice Schedule: The SCSC shall provide the Contractor the total to be paid under this Contract upon the receipt of invoices for work completed under this contract. The Contractor shall submit invoices as work progresses with no more than one invoice submitted per calendar month. The SCSC agrees to promptly submit request for payment of the invoice through the Georgia Department of Education. Invoice(s) shall be submitted to: **[insert SCSC staff member]**.

3. Term of Contract. This Contract shall begin on the date on which it is signed by both parties ("**Effective Date**") and shall end at midnight on June 30, 2022. In the event this Contract is signed by the parties on different dates, the later date shall control. The SCSC will not make payment for any work performed prior to the Effective Date of this Contract.
4. Renewal. Reserved.
5. Relationship of the Parties. The Contractor's employees shall not be considered employees of the SCSC while performing these services and will not be entitled to fringe benefits normally accruing to employees of the SCSC.
6. Equipment and Supplies. Any equipment, supplies, or materials used in the performance of this Contract which are not explicitly required under this Contract to be provided by the SCSC, shall be at the expense of the Contractor.
7. Compliance with Statutes and Regulations. The Contractor shall perform its obligations hereunder in accordance with all applicable federal and state laws and regulations now or hereafter in effect.
8. Confidentiality. The Contractor agrees to abide by all state and federal laws, rules and regulations, and SCSC policy respecting confidentiality of records, including but not limited to student records, and divulge no information concerning individual records to any unauthorized person.

9. Civil Rights Compliance. The Contractor agrees to comply with the following civil rights statutes: Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and the Age Discrimination Act (42 U.S.C. 6101, *et seq.*). Neither party will discriminate against any SCSC or Contractor employee or applicant for employment, or against any applicant for enrollment for a course of study, or against any student in his or her course of study or training related to this Contract because of race, color, gender, national origin, age, or disability.
10. Drug-Free Workplace. In accordance with the federal Drug-Free and Communities Act and Amendment of 1989, and the Georgia Drug-Free Workplace Act of 1988 (O.C.G.A. Section 50-24-1, *et. seq.*), the Contractor declares that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or dangerous drug is prohibited at Contractor locations at which individuals are directly engaged in the performance of work pursuant to this Contract.
11. Trading with State Employees. The Contractor shall make no payment to any employee of the SCSC nor to any business entity in which an SCSC employee maintains an ownership interest of 20% or more without obtaining prior written approval from the Executive Director of the SCSC. The Contractor hereby certifies that this Contract does not and will not violate the provisions of Official Code of Georgia Annotated § 45-10-20, *et. seq.*, which prohibit and regulate certain transactions between certain state officials, employees, and the State of Georgia.
12. Contractor Not a State Employee. Contractor certifies that services will not be provided by an employee of the State of Georgia.
13. Conflicts of Interest. Contractor shall take all reasonable steps to avoid any and all conflicts of interest, including the appearance of a conflict of interest. If Contractor provides services not covered by this Contract to an Engaged School, Contractor must ensure that no conflict of interest arises out of the provision of such services and that the provision of such services does not conflict or interfere with the Contractor's obligation to perform the Scope of Services under this Contract. Should the SCSC, in its sole discretion, determine that the Contractor's provision of services not covered by this Contract to an Engaged School results in an actual conflict of interest, the SCSC shall not be obligated to compensate Contractor for services under this contract as it relates to the Engaged School.
14. Recordkeeping requirements. The Contractor agrees to maintain full and complete records which pertain to this Contract for a period of three (3) years from the date of final payment under this Contract, or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period.
15. Access to Records. The SCSC or any duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract at any time during normal business hours for the term of this Contract and/or three (3) years thereafter for the purpose of making an audit, examination, excerpts, and transcriptions.
16. Copyright. Any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States with all interests vesting in such work product to the State of Georgia on through the SCSC. To the extent authorized by law, this agreement provides the Contractor a perpetual and irrevocable license to allow its use of any models, code, programs, or methodology developed under this Contract.
17. Open Records Act. The Contractor understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, *et. seq.*) is applicable to the services provided pursuant to this Contract and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions under this Contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.
18. Contractor's Indemnification Obligation.
 - a. The Contractor agrees to indemnify and hold harmless the State of Georgia, SCSC and its officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**") from any and all costs, expenses, losses, claims,

damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- i. Any breach of the Contract;
 - ii. Any negligent, intentional, or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - iii. Any failure of services to comply with applicable specifications, warranties, and certifications under the Contract;
 - iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the services provided under the Contract;
 - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - vi. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - vii. Any failure by the Contractor to comply with the "*Compliance with Statutes and Regulations*" provision of the Contract;
 - viii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - x. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
 - b. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (the "**Fund**"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
 - c. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit covered by this indemnification against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
 - d. Survives Termination. All indemnification obligations of the Contractor shall survive termination of the Contract.
19. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the SCSC shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.
- a. In case any of the services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:
 - i. Procure for the State the right to continue using the services;
 - ii. Replace or modify the same so that it becomes non-infringing; or
 - iii. Remove the same and cancel any future charges pertaining thereto.
 - b. Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:
 - i. Compliance with designs, plans or specifications furnished by or on behalf of the SCSC as to the services;

- ii. Use of the services in combination with apparatus or devices not supplied by Contractor;
- iii. Use of the services in a manner for which the same was neither designed nor contemplated; or
- iv. The claimed infringement of any patent or copyright in which the SCSC or any affiliate or subsidiary of the SCSC has any direct interest by license or otherwise.

- c. Survives Termination: All the above indemnification obligations of the Contractor shall survive termination of the Contract.

20. Non-profit Contractor: Reserved.

21. Security and Immigration Compliance: Prior to undertaking any work under this Contract, Contractor shall execute the affidavit attached hereto as Attachment B to ensure compliance with the Georgia Security and Immigration Compliance Act (O.C.G.A. Section 13-10-91) or an affidavit confirming the Contractor's exemption under O.C.G.A. Section 13-10-90. If the Contractor does not have any employees and does not hire or intend to hire employees for the purposes of satisfying or completing all or part of this contract, the Contractor shall provide a copy of his or her state issued driver's license or state issued identification card provided that such state issued driver's license or identification is issued by a state listed as compliant with the Immigration Verification Requirement of the Illegal Immigration Reform and Enforcement Act of 2011 listed in Attachment D. Contractor further agrees that it will obtain an affidavit (attached hereto as Attachment C) from each subcontractor or, if the subcontractor has no employees and does not hire or intend to hire employees for the purposes of satisfying or completing the terms and conditions of any part of this Contract, Contractor shall obtain a copy of the state issued driver's license or state issued identification card of such contracting party provided that such state issued driver's license or identification is issued by a state listed as compliant with the Immigration Verification Requirement of the Illegal Immigration Reform and Enforcement Act of 2011 listed in Attachment D. The Contractor shall provide the SCSC all documents obtained pursuant to this paragraph within five business days of receipt.

22. Boycott of Israel: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.

23. Inability to perform: In the event that either party is unable to fulfill the terms of the Contract due to circumstances beyond their control, including but not limited to, declaration of a state of emergency, pandemic, fire, flood, or other acts of nature, or by war or attack by the public enemy or by other act of God, then this Contract shall be terminated by notice of the conditions causing such inability to perform being given to the other party. At such time both parties shall be entitled to the benefits received only to the extent that they have met the terms of the Contract.

24. Termination: This Contract may be terminated by either party by providing written notice to the other party thirty (30) days prior to the termination of services, or upon written mutual agreement of both parties. Upon termination under this paragraph, the SCSC agrees to pay the Contractor for costs incurred prior to the date of termination, and the Contractor agrees to deliver all materials, data, reports, and other information collected or created by the Contractor or its subcontractors under this Contract prior to the date of termination.

25. Funding: Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the SCSC may not lawfully pledge the State's credit. In the event that the SCSC does not receive funds for this Contract or that the source of payment is insufficient with respect to the services and deliverables under this Contract, the Contract shall terminate without further obligation of the SCSC as of that moment. The determination by the SCSC of the events stated above shall be conclusive.

26. Publicity: Any publicity given to the services provided under this Contract, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released prior to approval by the Executive Director of the SCSC.

27. Assignment: This Contract shall not be assigned or transferred by the Contractor unless consented to in writing by the SCSC.

28. Amendments in Writing: No modifications or alteration of this Contract will be valid or effective unless each modification or alteration is made as an amendment to this Contract and signed by both parties.

29. Severability: If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.
30. Choice of Law: This Contract shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
31. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the effective date of this Contract, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("*Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies*"). This Contract may be declared void at the SCSC's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.
32. Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the SCSC if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
33. Use of Third Parties. Except as may be expressly agreed to in writing by the SCSC, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the SCSC. The SCSC shall have the right to request the removal of a subcontractor from the Contract for good cause.
34. Third Party Beneficiaries: There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the SCSC and the Contractor.
35. Notices: Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by US Post. Such notices shall be provided to a party hereto at the address set forth in the first paragraph or such other address that has been designated in writing to the other party for purposes of legal notice.
36. Multiple Counterparts: This Contract may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[INSERT CONTRACTOR]

STATE CHARTER SCHOOLS COMMISSION
OF GEORGIA

By: _____
Authorized Name:
Title:

By: _____

Date: _____

Date: _____

Attachment B2

CONTRACT

STATE OF GEORGIA

COUNTY OF FULTON

This contract ("**Contract**") is made and entered into by and between the State Charter Schools Commission of Georgia, hereinafter referred to as the "SCSC," and [**Contractor Name**], [**Contractor Address**], hereinafter referred to as the "**Contractor**".

WHEREAS, state charter schools may be subject to Single Audit requirements for major federally funded programs, pursuant to 2 C.F.R. § 200.501;

WHEREAS, the SCSC has identified the need to provide state charter schools with access to uniform and timely Single Audit services and reports; and,

WHEREAS, the Contractor has indicated that it is willing, qualified, and experienced to provide such professional services for the SCSC.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

1. Scope of Services. The Contractor shall provide Single Audit services for the state charter schools identified and approved by the SCSC Executive. The Contractor shall evaluate state charter schools and determine whether a state charter school requires a Single Audit pursuant to 2 C.F.R. § 200.501. The Contractor shall inform the SCSC Executive Director that the Engaged School requires a Single Audit prior to performing work and provide the major program determination worksheet for the school. Upon written confirmation from the SCSC Executive Director that the state charter school requires a Single Audit and approval to conduct the Single Audit, the Contractor shall conduct a Single Audit that meets the requirements of 2 C.F.R. § 200.501. This Contract shall not be construed to prohibit Contractor from providing additional services to state charter schools not covered by this Contract. The SCSC will not be responsible for the payment of any fees not covered within the scope of this Contract.
2. Payment for Services.
 - a. Single Audit: For state charter schools for which the SCSC Executive Director submits written confirmation that a Single Audit is required, and for which the Contractor conducts a Single Audit that meets the requirements of 2 C.F.R. § 200.501, the SCSC will provide Contractor a Single Audit Fee of no more [**insert amount**]. Fees payable under this Contract include and account for compensation for the Contractor's time and effort and all related travel expenses incurred for performance under this Contract. The Contractor shall not be entitled to any additional travel reimbursement from the SCSC for services provided under this Contract. The maximum amount that can be paid by the SCSC to the Contractor under this Contract shall be [**insert amount**] unless the Contract is amended in writing under the provisions of this Contract. The SCSC shall have the right to withhold or deduct payments in the event of the Contractor's nonperformance.
 - b. Additional Time and Expense: If, while providing services under the Contract, the Contractor identifies unforeseen circumstances that will require additional time and expense of the Contractor, the Contractor may request additional fees prior to performing the work. Requests for additional fees must be made in writing to the SCSC Executive Director and shall identify the unforeseen circumstances that require additional time and expense and a calculation and justification for the additional fees requested. The SCSC Executive Director may approve additional fees under this Contract, if, in her sole discretion, she determines that the fee requested is both justifiable and based upon circumstances that were unforeseen at the Single Audit was approved. The total amount of any such additional fees that may be approved by the SCSC Executive Director under this Contract shall not exceed [**insert amount**]. In the event unforeseen circumstances arise that exceed the scope of this Contract and the fees outlined herein, the parties agree to negotiate additional services and fees in good faith.

- c. Invoice Schedule: The SCSC shall provide the Contractor the total to be paid under this Contract upon the receipt of invoices for work completed under this contract. The Contractor shall submit invoices as work progresses with no more than one invoice submitted per calendar month. The SCSC agrees to promptly submit request for payment of the invoice through the Georgia Department of Education. Invoice(s) shall be submitted to: **[insert SCSC staff member]**.
3. Term of Contract. This Contract shall begin on the date on which it is signed by both parties ("**Effective Date**") and shall end at midnight on June 30, 2022. In the event this Contract is signed by the parties on different dates, the later date shall control. The SCSC will not make payment for any work performed prior to the Effective Date of this Contract.
4. Renewal. Reserved.
5. Relationship of the Parties. The Contractor's employees shall not be considered employees of the SCSC while performing these services and will not be entitled to fringe benefits normally accruing to employees of the SCSC.
6. Equipment and Supplies. Any equipment, supplies, or materials used in the performance of this Contract which are not explicitly required under this Contract to be provided by the SCSC, shall be at the expense of the Contractor.
7. Compliance with Statutes and Regulations. The Contractor shall perform its obligations hereunder in accordance with all applicable federal and state laws and regulations now or hereafter in effect.
8. Confidentiality. The Contractor agrees to abide by all state and federal laws, rules and regulations, and SCSC policy respecting confidentiality of records, including but not limited to student records, and divulge no information concerning individual records to any unauthorized person.
9. Civil Rights Compliance. The Contractor agrees to comply with the following civil rights statutes: Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and the Age Discrimination Act (42 U.S.C. 6101, *et seq.*). Neither party will discriminate against any SCSC or Contractor employee or applicant for employment, or against any applicant for enrollment for a course of study, or against any student in his or her course of study or training related to this Contract because of race, color, gender, national origin, age, or disability.
10. Drug-Free Workplace. In accordance with the federal Drug-Free and Communities Act and Amendment of 1989, and the Georgia Drug-Free Workplace Act of 1988 (O.C.G.A. Section 50-24-1, *et seq.*), the Contractor declares that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or dangerous drug is prohibited at Contractor locations at which individuals are directly engaged in the performance of work pursuant to this Contract.
11. Trading with State Employees. The Contractor shall make no payment to any employee of the SCSC nor to any business entity in which an SCSC employee maintains an ownership interest of 20% or more without obtaining prior written approval from the Executive Director of the SCSC. The Contractor hereby certifies that this Contract does not and will not violate the provisions of Official Code of Georgia Annotated § 45-10-20, *et seq.*, which prohibit and regulate certain transactions between certain state officials, employees, and the State of Georgia.
12. Contractor Not a State Employee. Contractor certifies that services will not be provided by an employee of the State of Georgia.
13. Conflicts of Interest. Contractor shall take all reasonable steps to avoid any and all conflicts of interest, including the appearance of a conflict of interest. If Contractor provides services not covered by this Contract to an Engaged School, Contractor must ensure that no conflict of interest arises out of the provision of such services and that the provision of such services does not conflict or interfere with the Contractor's obligation to perform the Scope of Services under this Contract. Should the SCSC, in its sole discretion, determine that the Contractor's provision of services not covered by this Contract to an Engaged School results in an actual conflict of interest, the SCSC shall not be obligated to compensate Contractor for services under this contract as it relates to the Engaged School.

14. Recordkeeping requirements. The Contractor agrees to maintain full and complete records which pertain to this Contract for a period of three (3) years from the date of final payment under this Contract, or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period.
15. Access to Records. The SCSC or any duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract at any time during normal business hours for the term of this Contract and/or three (3) years thereafter for the purpose of making an audit, examination, excerpts, and transcriptions.
16. Copyright. Any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States with all interests vesting in such work product to the State of Georgia on through the SCSC. To the extent authorized by law, this agreement provides the Contractor a perpetual and irrevocable license to allow its use of any models, code, programs, or methodology developed under this Contract.
17. Open Records Act. The Contractor understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, *et. seq.*) is applicable to the services provided pursuant to this Contract and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions under this Contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.
18. Contractor's Indemnification Obligation.
- a. The Contractor agrees to indemnify and hold harmless the State of Georgia, SCSC and its officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - i. Any breach of the Contract;
 - ii. Any negligent, intentional, or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - iii. Any failure of services to comply with applicable specifications, warranties, and certifications under the Contract;
 - iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the services provided under the Contract;
 - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - vi. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - vii. Any failure by the Contractor to comply with the "*Compliance with Statutes and Regulations*" provision of the Contract;
 - viii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - x. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
 - b. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (the "**Fund**"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
 - c. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit covered by this indemnification against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor

unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

d. Survives Termination. All indemnification obligations of the Contractor shall survive termination of the Contract.

19. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the SCSC shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

a. In case any of the services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- i. Procure for the State the right to continue using the services;
- ii. Replace or modify the same so that it becomes non-infringing; or
- iii. Remove the same and cancel any future charges pertaining thereto.

b. Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- i. Compliance with designs, plans or specifications furnished by or on behalf of the SCSC as to the services;
- ii. Use of the services in combination with apparatus or devices not supplied by Contractor;
- iii. Use of the services in a manner for which the same was neither designed nor contemplated; or
- iv. The claimed infringement of any patent or copyright in which the SCSC or any affiliate or subsidiary of the SCSC has any direct interest by license or otherwise.

c. Survives Termination: All the above indemnification obligations of the Contractor shall survive termination of the Contract.

20. Non-profit Contractor: Reserved.

21. Security and Immigration Compliance: Prior to undertaking any work under this Contract, Contractor shall execute the affidavit attached hereto as Attachment B to ensure compliance with the Georgia Security and Immigration Compliance Act (O.C.G.A. Section 13-10-91) or an affidavit confirming the Contractor's exemption under O.C.G.A. Section 13-10-90. If the Contractor does not have any employees and does not hire or intend to hire employees for the purposes of satisfying or completing all or part of this contract, the Contractor shall provide a copy of his or her state issued driver's license or state issued identification card provided that such state issued driver's license or identification is issued by a state listed as compliant with the Immigration Verification Requirement of the Illegal Immigration Reform and Enforcement Act of 2011 listed in Attachment D. Contractor further agrees that it will obtain an affidavit (attached hereto as Attachment C) from each subcontractor or, if the subcontractor has no employees and does not hire or intend to hire employees for the purposes of satisfying or completing the terms and conditions of any part of this Contract, Contractor shall obtain a copy of the state issued driver's license or state issued identification card of such contracting party provided that such state issued driver's license or identification is issued by a state listed as compliant with the Immigration Verification Requirement of the Illegal Immigration Reform and Enforcement Act of 2011 listed in Attachment D. The Contractor shall provide the SCSC all documents obtained pursuant to this paragraph within five business days of receipt.

22. Boycott of Israel: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.

23. Inability to perform: In the event that either party is unable to fulfill the terms of the Contract due to circumstances beyond their control, including but not limited to, declaration of a state of emergency, pandemic, fire, flood, or other acts of nature,

or by war or attack by the public enemy or by other act of God, then this Contract shall be terminated by notice of the conditions causing such inability to perform being given to the other party. At such time both parties shall be entitled to the benefits received only to the extent that they have met the terms of the Contract.

24. Termination: This Contract may be terminated by either party by providing written notice to the other party thirty (30) days prior to the termination of services, or upon written mutual agreement of both parties. Upon termination under this paragraph, the SCSC agrees to pay the Contractor for costs incurred prior to the date of termination, and the Contractor agrees to deliver all materials, data, reports, and other information collected or created by the Contractor or its subcontractors under this Contract prior to the date of termination.
25. Funding: Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the SCSC may not lawfully pledge the State's credit. In the event that the SCSC does not receive funds for this Contract or that the source of payment is insufficient with respect to the services and deliverables under this Contract, the Contract shall terminate without further obligation of the SCSC as of that moment. The determination by the SCSC of the events stated above shall be conclusive.
26. Publicity: Any publicity given to the services provided under this Contract, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released prior to approval by the Executive Director of the SCSC.
27. Assignment: This Contract shall not be assigned or transferred by the Contractor unless consented to in writing by the SCSC.
28. Amendments in Writing: No modifications or alteration of this Contract will be valid or effective unless each modification or alteration is made as an amendment to this Contract and signed by both parties.
29. Severability: If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.
30. Choice of Law: This Contract shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
31. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the effective date of this Contract, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("*Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies*"). This Contract may be declared void at the SCSC's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.
32. Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the SCSC if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
33. Use of Third Parties. Except as may be expressly agreed to in writing by the SCSC, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the SCSC. The SCSC shall have the right to request the removal of a subcontractor from the Contract for good cause.
34. Third Party Beneficiaries: There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the SCSC and the Contractor.

35. Notices: Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by US Post. Such notices shall be provided to a party hereto at the address set forth in the first paragraph or such other address that has been designated in writing to the other party for purposes of legal notice.
36. Multiple Counterparts: This Contract may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[INSERT CONTRACTOR]

STATE CHARTER SCHOOLS COMMISSION
OF GEORGIA

By: _____
Authorized Name:
Title:

By: _____

Date: _____

Date: _____

[illegible]

[illegible]