



Request for Proposal:

19-105

Date Issued:

Friday May 01, 2020

Procurement Coordinator:

Greg Twitty

Phone:

(803) 533-6549

Fax:

E-Mail Address:

greg.twitty@ocsdsc.org

DESCRIPTION: Auditing and Financial Services

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT COORDINATOR'S NAME TO THE ADDRESS AT THE RIGHT:

MAILING AND PHYSICAL ADDRESS:
 Orangeburg County School District
 Attn: Procurement Coordinator Greg Twitty
 102 Founders Court, Orangeburg SC 29118

SUBMIT OFFER BY: May 28, 2020 @ 10:00 AM (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: (1) original, (5) copies marked COPY, (1) Electronic copy on jump drive.

QUESTIONS MUST BE RECEIVED BY: May 11, 2020 at 8:30 AM (See "Questions from Offerors" provision)

ADDENDUM ISSUED: May 13, 2020 by 4:30 pm (If Necessary) (See "Questions from Offerors" provision)

CONFERENCE TYPE: NA
DATE & TIME:

LOCATIONS: Orangeburg County School District,
 Orangeburg SC 29118 (See list in SOW)

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INTENT TO AWARD & AWARD	Notice of Award and/or Intent to Award maybe posted on the district website www.ocsdsc.org June 8, 2020 by 4:30 pm
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<p>You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.</p>		
NAME OF OFFEROR: (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____	
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> PRINTED NAME: (Printed name of person signing above) </td> <td style="width: 50%;"> DATE SIGNED </td> </tr> </table>		PRINTED NAME: (Printed name of person signing above)
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	
<p>Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, sole proprietorship, etc.</p>		



Request For Proposal

Bid Title: _____

Bid Number: _____ Mailing/Posting Date: _____

Greg Twitty, Procurement Coordinator

Direct inquiries to: Greg Twitty (803) 533-6549 greg.twitty@ocsdsc.org	
Bids should be mailed to: Procurement Coordinator Orangeburg County School District Office of Finance 102 Founders Court Orangeburg, SC 29118	OR hand carried to: Procurement Coordinator Orangeburg County School District Office of Finance 102 Founders Court Orangeburg, SC 29118

BIDDER INFORMATION

Vendor Name: _____

Mailing Address: _____

City, State Zip Code: _____

Federal I.D. or Social Security Number: _____

Contact Person for Purchases: _____

Email address: _____

Phone Number: _____

Toll-free Phone Number: _____

Email Address for Purchases: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Authorized Signature: _____

Name (typed or printed): _____

Title: _____

INSTRUCTIONS TO BIDDERS

1. All offers and this form must be submitted in a sealed envelope. Do not include more than one proposal per envelope. The face of the envelope shall contain the RFP title, the RFP bid number, and the date and time of RFP opening. Offers not submitted on this RFP form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.
2. Offers, amendments or withdrawal requests must be received by the time advertised for RFP opening. It is the vendor's sole responsibility to ensure that RFP response documents are received in the Finance Office by the time and date indicated in the solicitation documents.
3. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
4. If specifications or descriptive papers are submitted with offers, enter offeror's name thereon.
5. **Submit five (5) hard copies and one hard copy original with one (1) electronic copy on a Jump Drive.**
6. Offeror's shall be required to visibly mark as "CONFIDENTIAL" each part of their response which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The district reserves the right to determine whether this information should be exempt from disclosure.
7. Tie bids will be resolved as outlined in Section 2-102(7) of the District Procurement Code.
8. By submission of an offer, the vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
9. Any vendor desiring to exercise protest rights under Section 6-201(1) of the District Procurement Code shall direct all correspondence to: Procurement Coordinator, Orangeburg County School District, 102 Founders Court, Orangeburg, South Carolina 29118.
10. A statement of award on bids in excess of \$25,000 will be posted publicly on the District's website after final determination of award. An Intent to Award document will be posted if the award exceeds \$50,000.00.

GENERAL PROVISIONS

1. Unit prices will prevail over extended prices unless otherwise stated in the bid invitation.
2. **Bidder Qualifications:** Bidders must, upon request of the district, furnish satisfactory evidence of their ability to furnish the required products or services in accordance with the terms and conditions of these specifications. The district reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
3. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the Purchasing Department. The district shall not be legally bound by any amendment or interpretation that is not in writing.
4. **Bidders Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failures or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
5. **Award Criteria:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose offer meets the requirements and criteria set for in the Request for Proposal. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Request for Proposal. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
6. **Rejection:** The district reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the district.

GENERAL CONDITIONS

1. **Default:** In case of default of the contractor, the district reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
2. **Non-Appropriations:** Any contract entered into by the district or other entities resulting from this Invitation for Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery time schedule.
4. **Save Harmless:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS.) The successful bidder shall indemnify and save harmless the district, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Bidder's use of material furnished to the Bidder by the district.
5. **Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the district.
6. **S.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid, the bidders agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
7. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing to the contractor.

(a) **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the district without the required thirty (30) days advance written notice, then the district may negotiate reasonable termination costs, if applicable.

(b) **Termination for Cause:** Termination by the district for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Conditions No.1)

8. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the district's Purchasing Department.
9. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the district without permission from the district's Purchasing Department.
11. **Indemnification:** The district, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the district or failure of the district to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.
12. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice.
13. **Iran Divestment Act:** By submission of this bid, each bidder and each person signing on behalf of any Bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

SPECIAL CONDITIONS

PROPOSAL AUTHORIZATION AND ACCEPTANCE

Proposals must be submitted in accordance with the requirements of this request. The proposal must be signed by an official authorized to bind the offer and must contain a statement to the effect that the proposal is firm for a period of at least 30 days from the deadline date to receive the proposals. The District reserves the right to accept or reject any or all proposals received as a result of this request and to negotiate with qualified firms. Proposals will not be accepted after the specified deadline.

SUBMISSION OF PROPOSALS

Proposals for the Financial and Procurement Audit Services shall be submitted as outlined in the attached information.

PROPOSAL INSTRUCTIONS

Firms shall submit proposals for Financial and Procurement Audit Services.

ORAL PRESENTATION

Selected firms may be required to make an oral presentation of their proposal to the District after the proposal opening. Such presentations provide an opportunity for the firms to clarify their proposals and to ensure that a thorough mutual understanding exists between the firm(s) and District. The Procurement Coordinator will schedule the time and location for these presentations.

CONFIDENTIALITY

Proposals and related documents received as a result of this solicitation will not be made available by Orangeburg County School District to any person, agency or organization not associated with the selection committee until after an award has been made. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential in an easily recognized way. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.

PREPARATION OF THE PROPOSAL

All proposals should be complete, bound, and must convey all of the information requested by the District. If significant errors are found in a firm's proposal, or if a firm's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.

All proposals must be completed for the entire solicitation. However, the District reserves the right to accept any portion(s) of a firm's proposal if such acceptance is deemed to be in the best interest of the District.

CONTRACT PERIOD

The contract period shall be for fiscal years 2019-20, 2020-21, and 2021-22. The District's fiscal year is July 1 through June 30.

DEFAULT

In case of default by the firm, the Orangeburg County School District reserves the right to purchase the services in default in the open market, charging the firm with any additional costs. The defaulting firm shall not be considered a responsible firm until the assessed charge has been satisfied.

NON-APPROPRIATION

Any contract entered into by Orangeburg County School District resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Procurement Coordinator at Orangeburg County School District, 102 Founders Court, Orangeburg, South Carolina 29118.

Insurance: The contractor shall provide and maintain during the entire period of performance under this contract, the following insurance:

- A. Workman's Compensation: Must meet requirements of S.C. Law regarding Workman's Compensation insurance.
- B. Contractor's Liability Insurance: Limits of coverage shall not be less than \$250,000/\$500,000 bodily injury and \$100,000 property damage each accident (\$300,000 aggregate).
- C. Vehicle Insurance: Limits of coverage shall not be less than \$250,000/\$500,000 bodily injury and \$100,000 property damage.

Contractor/Subcontractors must stipulate that they are responsible for running a National Sex Offender Registry check on their employees who work in schools or district facilities.

By signing below, the bidder agrees to prohibit any employees or sub-contractor employees from performing work or services at Orangeburg County School District if they are deemed to be Registered Sex Offenders, or pose a known criminal danger to children or staff. The vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-contractor employees who may be in the proximity of school children or staff. This check must be done by the vendor prior to performing any work or services at Orangeburg County School District.

Authorized Signature: _____ **Date:** _____

REQUEST FOR PROPOSAL

FOR

(Company/Organization's Name)

(Date)

Orangeburg County School District



TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
SCOPE OF WORK.....	9
Financial Audit Services.....	10
Procurement Audit Services.....	11
PROPOSAL CONTENTS.....	13
SELECTION CRITERIA.....	16
EVALUATION CRITERIA.....	16
DISTRICT PROFILE.....	17

SCOPE OF WORK

DESCRIPTION OF SERVICES FOR FINANCIAL AUDIT

Orangeburg County School District seeking a certified public accounting firm to provide independent audit services for fiscal years 2019-20, 2020-21 and 2021-22. The financial audit will consist of an examination of and an expression of an opinion of the general purpose financial statements of Orangeburg County School District after the conclusion of each fiscal year.

The examination must be performed in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and the Single Audit Act of 1984, of which specific details are contained in Audit Guide published by the State Department of Education.

Prior to each fiscal year's examination, an entrance conference with the Chief Financial Officer and/or the Director of Finance will be necessary. If the examination requires that a management letter be issued, a conference will be arranged with appropriate school district representatives to discuss the proposed management letter, and an opportunity will be granted for a response to be made. This conference may be scheduled as a preliminary exit conference. Fifteen (15) copies of the management letter shall be provided to the District. Prior to the exit conference, at least four preliminary typed draft copies of the Financial Report will be made available to the District's Chief Financial Officer for distribution and review by selected district officials. At least seven working days will be provided for district officials to review the draft copies before final copies are printed and bound. After district officials have reviewed draft copies of the Financial Report and made appropriate responses, and the exit conference completed, the audit firm will deliver to the district at least two final copies suitable for use by the district to have bound copies of the Financial Report printed. In addition to this final copy, a complete PDF file of the final copy and a HTML version of the final copy must be provided for posting to the District Website. All state department required information pertaining to the audit, shall be entered and uploaded by the audit firm to the state department.

The financial audit should be completed and final copies of the report provided to the district by the third week of November each year, after which an oral presentation may be made to the Orangeburg County School District School Board during their regularly scheduled second meeting in December.

REPORT CONTENTS AND REQUIREMENTS

The financial statements will be composed of at least three major sections - a financial section, a single audit section, and another information section.

DESCRIPTION OF SERVICES FOR PROCUREMENT AUDIT

Orangeburg County School District is seeking a certified public accounting firm to provide independent procurement audit services. The procurement audit must be performed in accordance with generally accepted auditing standards. In addition, the procurement audit must be performed in accordance with the provisions of Standards of Governmental Organizations, Programs Activities and Function, issued by the United States Federal Accounting Office. The Procurement Audit Program and the Internal Control Questionnaire issued by the Office of General Services may be reviewed by accessing website <http://www.state.sc.us/mmo/audit/audmenu.htm> or a copy may be obtained from the District's Procurement Office.

REPORT REQUIREMENTS

The procurement audit report should be addressed to the Chief Financial Officer. A copy of the report is to be submitted to the Office of General Services Audit & Certification Office.

The procurement audit report must state the scope of the procurement audit and that the procurement audit was performed in accordance with generally accepted auditing standards. It must also include an opinion as to whether the statements conform to generally accepted procurement principles.

REPORT REVIEW

If the examination requires that a management letter be issued, a conference will be arranged with appropriate school district representatives to discuss the proposed management letter, and an opportunity will be granted for a response to be made. This conference may be scheduled as a preliminary exit conference. Prior to the exit conference, at least four preliminary typed draft copies of the procurement audit report will be made available to the Chief Financial Officer and/or the Director of Finance for distribution and review by selected district officials. At least seven working days will be provided for district officials to review the draft copies before final copies of the procurement audit report and made appropriate responses, and the exit conference completed, the audit firm will deliver to the District at least two final copies suitable for use by the District to have bound copies made.

TIME CONSIDERATIONS AND REQUIREMENTS

The procurement audit work can commence on a date mutually agreed upon by the successful firm and the District in order for the procurement audit to be completed by December 15 for the fiscal year ended the previous June 30.

WORKING PAPERS

Working papers will be retained by the successful firm for five years after the completion of each procurement audit. The working papers must be made available for examination without charge to the District and the Office of General Services.

PROCUREMENT AUDIT PERIOD

The procurement audit shall be from July 1, 2019 through June 30, 2022. Procurement audit will be performed annually in conjunction with the financial audit. (2019-20, 2020-21, and 2021-22).

PROPOSAL CONTENTS

The District requires that at least nine (9) hard copies and one hard copy original with one (1) electronic copy on a jump drive of the proposal be submitted to the Procurement Office no later than the date and time specified in the DEADLINE TO RECEIVE PROPOSALS section of this solicitation. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.

All proposals should be complete, bound, and must convey all of the information requested by the District. If significant errors are found in a firm's proposal, or if a firm's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.

All proposals must be completed for the entire solicitation. However, the District reserves the right to accept any portion(s) of a firm's proposal if such acceptance is deemed to be in the best interest of the district.

To simplify the review process and to facilitate the comparison of proposals, all proposals should be organized using the following format:

1. **Title Page** should contain the name of the firm, address, responsible administrative officer, telephone number, date and contact person.
2. **Table of Contents** should identify the content material by section and page number.
3. **Letter of Transmittal** should state the firms' understanding of the work to be done, all-inclusive fee for the work to be done, name(s) of person(s) who will represent the firm, and a signature of the person who has been authorized to bind the offer. This section must include the following certification signed and dated by the firm.

My signature below confirms that the firm which I represent will deliver the proposed audits for the amounts listed below and that the fees include all work necessary to audit all funds, including grants and other special funds.

FINANCIAL AUDIT

Fiscal Year 2019-20 \$ _____

Fiscal Year 2020-21 \$ _____

Fiscal Year 2021-22 \$ _____

PROCUREMENT AUDIT

Fiscal Year 2019-20 \$ _____

Fiscal Year 2020-21 \$ _____

Fiscal Year 2021-22 \$ _____

HOURLY RATE

Hourly rate charged for additional work that may be identified over and above what would be normally required.

\$ _____

Authorized Signature: _____

Date: _____

4. Firm Representation

State the names of the persons who will be authorized to make representations for the firm, their titles, addresses, telephone numbers, assignments, qualifications, professional background, and experience.

5. Profile of the Firm

Profile of the firm should describe the firm making the offer, date established, location of the office from which the work will be done, the professional staff, work experience, and the range of activities performed by firm such as auditing, accounting tax services, or management services. State whether the firm is local, regional, national, or international. Additionally, this section of the

proposal should affirm that the firm is properly licensed and does not discriminate in the employment of persons on the basis of race, color, creed, national origin, sex, age or physical handicap.

6. Firm's Approach to the Examination

Submit a work plan and time estimates for each significant segment of the work to be completed and the qualifications of the staff to be assigned to each segment. Where possible, individual staff members should be named. Describe the availability of staff to provide assistance throughout the year.

7. Compensation

Provide a breakdown of the anticipated total hours and hourly rate which will be required to complete the audit and the resulting ALL-INCLUSIVE FEE, including out-of-pocket costs. Also, this section should guarantee the district that if circumstances are encountered which would warrant extended services, the district will be notified and no extended services will be performed until authorized in writing by the district.

8. References

Provide a list of at least three clients, preferably school districts, for which recent, preferable prior three years, audits have been completed that are similar to the financial and procurement audit described in this solicitation. References to include the name, contact person, telephone number, address, and type of audit performed, financial or procurement.

9. Additional Data

Provide additional information considered essential to the proposal which has not been specifically requested.

10. Sample Audit

Provide a sample audit for a school district or auditing format.

SELECTION CRITERIA

Should the District elect to award a contract based on this solicitation, the award will be made to the firm whose proposal is determined to be the most advantageous to the district for both the financial and procurement audit. The right is reserved to reject any and all proposals received and, in all cases, the District will be the sole judge as to whether a firm's proposal has satisfactorily met the requirements of this solicitation. Upon acceptance a Statement of Award will be issued by Orangeburg County School District to the successful firm.

EVALUATION CRITERIA

The following factors will be used to evaluate proposals:

1. Quality of work
2. Experience in auditing school districts in South Carolina
3. Cost of providing audit and other auditing services
4. Professional reputation
5. Adequacy of staff and facilities
6. Availability of staff to provide assistance throughout the school year
7. Method of operation
8. References

DISTRICT PROFILE

Orangeburg County School District consists of one primary school, fifteen elementary schools, four middle schools, two middle/high schools, six high schools, one technology center, one learning center, and one career center. The schools are in the towns of Cope, Branchville, Cordova, Ellore, Vance, Eutawville, Holly Hill, Neeses, North and Bowman and in the city of Orangeburg. We have approximately 12,000 + students.

The District is governed by a nine-member board of trustees elected by the registered voters in the school district and has fiscal autonomy to approve and administer the district's fiscal budget.

The accounting system used by the district is a fully-automated program-oriented system set up to comply with the accounting guidelines established by the State Department of Education. Accounting data are compiled by Infinite Visions. All records, including payroll, purchase orders, paid invoices and other data which must be kept in compliance with state archive regulations, are stored and electronically available on the district's image system.

The District accounts for funds in seven different fund categories:

1. General Fund
2. Special Revenue Fund (including Education Improvement Act funds)
3. Debt Service Fund (including lease purchase funds and installment purchase funds)
4. Capital Projects Fund (including installment purchase funds)
5. Proprietary Fund
6. Agency Fund (including pupil activity funds)