



GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (“RFP”)

Notice is hereby given that Glades County, Florida, pursuant to Section 218.391, Florida Statutes, hereby request proposals from independent certified public accountants desiring to provide auditing services in accordance with generally accepted government accounting standards for its fiscal years ended September 30, 2023, through 2025, with possible extensions. The successful proposer shall provide all labor and materials required to express an opinion as to the fair presentation of the County’s basic financial statements in conformity with generally accepted accounting principles. An opinion on the fair presentation of the governmental activities, the business-type activities, any discreetly presented component unit(s), each major fund, and the aggregate remaining fund information should be expressed based upon the auditing procedures applied and in accordance with legal and regulatory requirements.

The audit shall be conducted in accordance with Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants; the standards set forth by the Government Accounting Standards Board; Financial Accounting Standards Board; the U.S. General Accounting Office’s Government Auditing Standards, Section 218.39 Florida Statutes; the Florida Department of Banking and Finance; the U.S. Office of Management and Budget (OMB) Circular A-133; the Rules of the Auditor General; the Single Audit Act of 1984 as revised in 1996; the Florida Single Audit Act; Chapter 270-1, Rules of the Executive Office of the Governor, Florida Administrative Code and any other applicable standards as set forth by Generally Accepted Governmental Auditing Standards and Florida Statutes.

Specifications may be obtained by downloading from our website: www.myglades.com or by contacting the Clerk of Courts. For information contact: Tasha Morgan, Finance Director; 500 Avenue J SW, Moore Haven, Florida 33471 Phone: 863-946-6013 or Email: tmorgan@gladesclerk.com.

The County intends to use the County’s Audit Selection Committee to evaluate the responses and rank the qualified Proposers in compliance with the auditor selection procedure requirements described by Florida law, specifically Section 218.391, Florida Statutes. Determination of Proposer’s qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the successful firms Proposal.

It is prohibited for a Proposer or its representative to contact the County’s personnel or Audit Selection Committee members or Board members. Any contact referenced above will result in the rejection and disqualification of the subject Proposer by the County.

Interested firms shall submit proposals by mail or hand delivered to Tami P. Simmons, Clerk of Courts, 500 Avenue J, Suite 102, Moore Haven, FL 33471. Each submittal shall include one (1) original signed proposal packet, ten (10) exact copies and one (1) exact electronic copy (thumb drive) of the Proposal submission packet. Proposals must be submitted in sealed envelopes and marked with RFP FOR EXTERNAL AUDITING SERVICES.

PROPOSALS MUST BE DELIVERED to the Clerk of Courts by no later **than 12:00 pm (noon), April 17, 2023**, at which time they will be opened. The public is invited to attend this meeting. Proposals received later than the date and time specified will be rejected. No emailed or faxed proposals will be accepted. The County will not be responsible for the late delivery of Proposals.

One or more County Commissioners or Constitutional Officers may be in attendance at the Proposal opening.

The County reserves the right to reject any or all responses in its sole discretion. The County also reserves the right to waive irregularities and technicalities and to re-advertise for additional responses. All costs and expenses related to preparation and submission of a response are the sole responsibility of the Proposer.

The County does not discriminate upon the basis of any individual's status that is protected by law. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Bailey Taylor, Human Resources Director at: 863-946-6009 or by email: hr@myglades.com.

SECTION I. GENERAL TERMS AND CONDITIONS

- A. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- B. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstance. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The County Manager's Office, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- C. Emailed and faxed Proposals will not be accepted.
- D. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal.
- E. Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this RFP. No plea of ignorance or conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future, will be accepted as an excuse for any failure or omission on the part of the selected Proposer to fulfill, in every detail all of the requirements of the RFP and of the professional service contract requirements of the County, including the requirement for each Proposer to enter into a professional service contract which states an all-inclusive guaranteed maximum not to exceed price (fees and cost) for the audit services to be rendered to the County.
- F. Each Proposer is solely responsible for reading and completely understanding the requirement and specifications of the RFP document. The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- G. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the requirements and scope of work required under this RFP. All Proposers submitting a response in this competitive selection process are responsible for all errors in their response.
- H. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- I. Any Proposer is invited to make inquiry regarding any issues or questions related to the RFP. All questions shall be in writing and shall be made to the County in accordance with Section XVII and XVIII.
- J. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Clerk of Courts Office. To the greatest extent possible, the County will provide a copy of the written addenda to firms and individuals who have indicated an interested in responding to the RFP; however, it is the responsibility of each interested firm or

individual to inquire of the County as to whether any addenda have been issued. Any oral or other type of communication concerning this RFP shall not be binding on the County.

- K. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Glades. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal and the terms and requirements of the RFP.
- L. All pages included in or attached by reference to this RFP shall be incorporated and constitute the Request for Proposals as stated on the front page of this RFP.
- M. Proposals, which must include the attachments to this document, must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP and, where applicable, a corporate and/or a notary seal must be attached. All names of all individuals executing documents must be typed or printed below the signature. Failure to comply may result in disqualification of the Proposer.
- N. Any blank spaces on the required Proposal Form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- O. Responses may be withdrawn as long as the written withdrawal is received by the Clerk of Court's Office prior to the submission deadline. Proposers cannot withdraw or modify their response after the submission deadline.
- P. Award will be made to the Proposer whose Proposal is determined, in the sole discretion of the County, to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right, in the sole discretion of the County, to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- Q. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

Firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Firm. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Firm. The Firm's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Firm's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- R. Any material submitted in response to this RFP will become public record pursuant to Chapter 119, Florida Statutes.

- S. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Glades County, Florida.
- T. Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XVII of this RFP. Any contact in violation will result in the rejection and disqualification of the subject Proposer by the County.
- U. Proposers must disclose the name of any officer, director or agent who is also an employee of the County. All Proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- V. Once responses are submitted to the County for the County's consideration, the responses cannot be modified so as to become more expensive for the County for the subject scope of work.
- W. Proposers cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.
- X. Firms submitting responses may not subcontract any portions of the contracted auditor services to any third parties whatsoever.
- Y. All requirements and conditions set forth in this RFP shall be incorporated into the contract between the County and the selected firm unless otherwise specified in the contract.
- Z. All responses must contain a description of all fees and all other costs as an annual guaranteed maximum not to exceed price (fees and costs) for each of the initial three (3) annual audit years of the contract term and of the estimated fees and costs for the two (2) possible one or two year extensions and any other obligations of the County to the Proposer that will occur as a result of the County entering into an agreement with the Proposer for the scope of work, as well as the separate costs for any proposed additional professional services that are not included in the guaranteed maximum not to exceed price.

-END OF SECTION-

SECTION II. INSURANCE REQUIREMENTS

A. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **Workers' Compensation Insurance:** The Firm shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
2. **Commercial General Liability Insurance:** Occurrence Form Required: The Firm shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. **Commercial Automobile Liability Insurance:** The Firm shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. **Professional Limited Liability/Errors and Omissions Insurance:** The Firm shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. Special Requirements / Evidence of Insurance:
 - a. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Glades County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Firm shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30)

days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.
 - d. The Firm shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Firm to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
6. Renewal:
- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Manager's Office.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own and sole discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Qualification or Proposal (RPQ/RFP).
 - 1. The County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the County will supplement this RFP document with Addendums. These Addendums will be posted on the County's website. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- C. The County, at its sole discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- D. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- E. If the County determines that collusion might exist among Proposers, all or certain identified Proposals shall be subject to rejection.
- F. The County reserves the right to retain all timely responses submitted and to use any ideas in a response regardless of whether that response is selected. Submission of a proposal indicates acceptance by the firm of this condition.

-END OF SECTION-

SECTION IV. GENERAL SPECIFICATIONS

- A. The Glades County Board of County Commissioners (Board) and the County Auditor Selection Committee (Committee) invites qualified firms of independent certified public accountants, who are licensed to practice in the State of Florida, to submit a written proposal for the performance of the annual audit of the financial statements of the County and each of the Constitutional Officers, for the fiscal years ending September 30, 2023, 2024, and 2025 with the County's option to renew for two (2) additional one or two-year terms at the sole discretion of the County. The purpose of the audit is to satisfy Florida law, especially Chapter 218, Florida Statutes, and to express an opinion as to the fair presentation of the County's basic financial statements in conformity with accounting principles generally accepted in the United States.
- B. The audit shall be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards set forth by the Government Accounting Standards Board; Financial Accounting Standards Board; the U.S. General Accounting Office's Government Auditing Standards; Florida law, including Section 218.39 and 215.97 Florida Statutes; the Florida Department of Banking and Finance; the U.S. Office of Management and Budget (OMB) Circular A-133 ; the Rules of the Auditor General; the Single Audit Act of 1984 as revised in 1996; the Florida Single Audit Act; Chapter 270-1, Rules of the Executive Office of the Governor, Florida Administrative Code and any other applicable standards as set forth by Generally Accepted Governmental Auditing Standards and Florida Statutes.
- C. The offices (referred to herein as "County") to be included in this audit are:
- Board of County Commissioners (Board)
 - Clerk of Courts
 - Property Appraiser
 - Sheriff
 - Supervisor of Elections
 - Tax Collector
- D. Auditor Selection Committee: As defined by Section 218.391, Florida Statutes, the Auditor Selection Committee is comprised of the Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector and one member of the Board of County Commissioners. The Clerk of Court serves in an advisory capacity.
- E. Contract Manager: The County hereby designates the County Manager as the County's Contract Manager.
- F. Insurance: Insurance shall be required from the selected Proposer as described in the General Terms and Conditions, Section II of this RFP.
- G. Contract and Contract Term: A written contract shall be signed by the successful Proposer and the County prior to issuance of a Purchase Order. The County reserves the right to negotiate any and all terms of the finalized professional services contract between the County and the successful Proposer and to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for three (3) fiscal years, and the contract may be extended for two (2) additional one or two-year terms, at the sole discretion of the Board and Committee.
- H. Commencement of Work: Work shall commence after execution of a contract by the County and a Proposer and delivery of a Purchase Order by the County.
- I. Change Order(s): The contract will be a guaranteed maximum fixed fee contract and as such,

change orders will not be permitted unless additional professional services are requested by the County.

- J. Pricing: Pricing is not the principal factor in the selection and ranking of the Firms. The contract will be an all-inclusive guaranteed maximum fixed fee contract.
- K. Invoicing/Compensation: For all services actually, timely and faithfully rendered, the County shall pay the Firm an **all-inclusive guaranteed maximum fixed fee** for all audit services for each fiscal year of the County that is being audited.
 - 1. The County shall make progress payments based on the percentage of the engagement completed. The percentage of completion will be based on actual hours completed to estimated engagement hours.
 - 2. Billings shall be presented in a detailed format including client, date, employee, task, and hours worked. Additional information shall be provided upon request. The final payment in the amount of ten percent (10%) of the fee will be paid after acceptance of the CAFR into the record by action of the Board of County Commissioners, which shall not be unreasonably delayed.
 - a. Invoices shall be submitted to the Contract Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be sufficient detail for the Contract Manager to ensure compliance with the contract. Invoices must reference the Purchase Order number.
 - b. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.
- L. Failure to Perform: The Firm shall be prepared to start work after Board approval of the contract signed by the Firm no more than twenty (20) calendar days after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Firm terminating its right to proceed as to the whole or any part of the contract. Should the Firm be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Firm has agreed, and the County is forced to complete the work with a different Firm, the difference in the Proposal price of the services and that paid the new Firm, in order to complete the work, shall be charged to and paid for by the contracted Firm holding the Proposal award for these services.

The County reserves the right to terminate the contract with 30 days written notice if the Firm fails to comply with any of the provisions stated above or of the contract such as performance, insurance requirements, and licenses.
- M. No Substitutions: The Firm shall not substitute any person for the person or persons identified in its response to Tab-B(3) of this RFP or for any County approved replacement without the prior written permission of the Contract Manager. The Firm shall immediately notify the Contract Manager in writing if any person identified in its response to Tab-B(3) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.
- N. Affirmation: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other

persons or over the County.

-END OF SECTION-

SECTION V. DESCRIPTION OF THE GOVERNMENT

- A. Glades County is a non-charter county established under the Constitution and laws of the State of Florida. The County was established in 1921 and is located in the South-Central portion of the State, bordered by Lake Okeechobee. The County seat is located in Moore Haven. The County serves an area of 746 square miles and has a population of approximately 12,126. The Board of County Commissioners (Board), which is comprised of 5 elected members, is the legislative body for the County and, as such, the Board budgets and provides the funding used by the County departments and the separate Constitutional Officers with the exception of the Clerk of Courts State funded court operations. The County's fiscal year begins October 1st and ends on September 30th.
- B. The Glades Soil and Water Conservation District is a component unit of Glades County.
- C. The accounting records for the Board of County Commissioners are maintained by the Clerk of Court's Finance Department, serving as Chief Financial Officer of the Board. The Board's records include the general fund, 5 special revenue funds, 1 capital outlay fund, and 1 enterprise fund. The enterprise fund accounts for the County's Solid Waste activities. The Board currently uses MIP for its financial software; however, is in the process of transitioning to Aclarian, LLC.
1. The accounting records of the Clerk of Court are maintained by the Clerk of Court's Finance Department. The Clerk's records include a general fund, 3 special revenue funds and 1 agency funds. The Clerk's Office uses Aclarian, LLC.
 2. The accounting records of the Property Appraiser are maintained by the Property Appraiser's staff. The Property Appraiser's records include a general fund. The Property Appraiser's Office uses QuickBooks.
 3. The accounting records of the Supervisor of Elections are maintained by the Clerk of Court's Finance Department. The Supervisor's records include a general fund. The financial records of the Supervisor's Office are maintained within the Board financial records, as a separate fund.
 4. The accounting records of the Sheriff are maintained by the Sheriff's staff. The Sheriff's records include a general fund. The Sheriff's Office uses American Data Group (ADG).
 5. The accounting records of the Tax Collector are maintained by the Tax Collector's staff. The Tax Collector's records include a general fund and 3 agency funds. The Tax Collector's Office uses QuickBooks.
 6. The number of funds may be increased or decreased depending upon the County's and each Constitutional Officer's requirements.
- D. Budgets are integrated with the accounting records. Original Adopted Budget information for fiscal year 2022-2023 is as follows:
1. Board of County Commissioners - \$39,794,910 (all funds and Constitutionals)
 2. Clerk of Courts - \$1,209,823.00 (\$630,795 Board funded / \$579,028 Court funded)
 3. Property Appraiser - \$729,998.00
 4. Supervisor of Elections - \$477,995.00
 5. Sheriff - \$6,144,705.00 (Funded via General Funds and MSTU)

6. Tax Collector - \$566,059.00

- E. The County participates in the Florida Retirement System, a multiple employer cost sharing defined benefit plan administered by the State of Florida.
- F. The County is a recipient of various state and federal grants. Additional information related to the grants received can be obtained from the Schedule of Expenditures of Federal Awards and State Financial Assistance in the County's Annual Comprehensive Financial Report.
- G. The County does not have an internal audit function.
- H. The County is progressive in its attitude towards new accounting standards. Early implementation is preferred, when possible. The auditor will be expected to provide guidance and assist in the implementation of current changes in governmental accounting standards.
- I. Additional information related to the County's finances can be obtained from the County's Annual Comprehensive Financial Report, available online at www.gladesclerk.com.
- J. The County's current auditor is CliftonLarsenAllen, LLP.

-END OF SECTION-

SECTION VI. QUALIFICATIONS AND SCOPE OF WORK

A. QUALIFICATIONS: To be eligible to participate in this RFP and be considered, the Firm must meet all of the following requirements:

1. The Firm must have been established as a legal entity and be licensed in the State of Florida by the Department of Business & Professional Regulations.
2. The Firm must have an office within the State of Florida.
3. The Firm must have performed CPA services for the preceding five (5) consecutive years and must have extensive experience in governmental auditing.
4. The Firm must be a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants and the Government Finance Officers Association.
5. The Firm shall identify the principal supervisory and management staff, including the engagement partner, manager, other supervisors and specialists, the auditor in-charge of field work, and other staff who will be assigned to the engagement (referred to as Audit Team) and indicate whether each such person(s) is licensed to practice as a certified public accountant in the State of Florida.
 - a. The Audit Team supervisor (or equivalent) must meet the following minimum qualifications: licensed by the State of Florida as a certified public accountant in good standing, five (5) years of experience in governmental accounting and auditing, three (3) years of supervisor experience, current involvement in the Government Finance Officers Association (GFOA) or the Florida Government Finance Officers Association (FGFOA). It is anticipated that the audit supervisor will be available and actively involved in all aspects of the audit.
 - b. It is anticipated that the Audit Team will be comprised of individuals at varying levels within the Firm. However, the Audit Team as a whole must possess adequate training, education, and experience in governmental accounting and auditing to successfully complete the engagement. All members of the Audit Team must complete a minimum of 20 hours of continuing professional education (CPE) in governmental auditing and accounting annually.
 - c. The Firm must indicate how the qualifications of the Audit Team over the term of the contract will be assured. Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the Firm, are promoted, or are assigned to another office. Those personnel may also be changed for other reasons with the express prior written permission of the County. However, in any case, the County retains the right to approve or reject replacements.
 - d. The Audit Team members must be reviewed with and approved by the County prior to the beginning of each audit. No change shall be made in the composition of the Audit Team, without prior written consent by the County, to be granted or denied in the sole discretion of the County.

B. SCOPE OF WORK:

1. Glades County desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles and the financial reporting requirements of Governmental Accounting Standards Board (GASB) Statement No. 34, "Basic Financial Statements and

Management's Discussion and Analysis for State and Local Governments.”

2. Per the requirements of GASB Statement No. 14, the general purpose external financial statements of Glades County include the Board of County Commissioners and the Constitutional Officers, along with blended and discretely presented component units.
3. The Audit shall be performed in compliance with Section 218.39, Florida Statutes and the requirements of:
 - a. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards set forth by the Government Accounting Standard Board and the Financial Accounting Standards Board.
 - b. The U. S. General Accounting Office's Government Auditing Standards.
 - c. Rules adopted by the Auditor General for form and conduct of local governmental unit audits.
 - d. The Florida Department of Financial Services.
 - e. The Federal Single Audit Act and any amendments thereto, and the Florida Single Audit Act.
 - f. The U. S. Office of Management and Budget (OMB) Circular A-133.
 - g. Any other applicable federal, state, local laws, rules and regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.
4. The audits shall be financial audits as defined in Section 11.45 (1) (d), Florida Statutes, and shall satisfy the requirements of Florida law, and shall cover each of the three (3) fiscal years ending September 30, 2023, 2024, and 2025; with an option to renew.
5. The auditor will be required to issue the following reports:
 - a. Financial Statements of the Board of County Commissioners and each Constitutional Officer.
 - b. A report on the fair presentation of the financial statements, of the County as a whole and each of the Constitutional Officers, in conformity with accounting principles generally accepted in the United States.
 - c. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Governmental Auditing Standards.
 - d. A report on compliance with laws and regulations.
 - e. Management Letters, as required by Section 218.39(4), Florida Statutes.
 - f. A report on compliance with requirement that could have a direct and material effect on each major federal program and state project and on internal control over compliance in accordance with OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General. To include Schedules of Expenditures of Federal Awards and State Financial Assistance, Notes to the Schedule, and Schedule of Findings and Questioned Costs.
 - g. A report on compliance with Section 218.415, Florida Statutes, regarding the investment of public funds.

- h. A report on the fair presentation of the Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code. This report shall be issued separately.
 - i. A report on compliance with Section 29.0085, Florida Statutes for County Funded Court-Related Functions. This report shall be issued separately.
 - j. The Data Collection Form submitted to the Federal Audit Clearinghouse as required by OMB Circular A-133.
6. The auditor will be required to review the following:
- a. The Annual Financial Report to the Department of Financial Services, in accordance with Section 218.32, Florida Statutes.

C. REPORT REQUIREMENTS AND RESPONSIBILITIES:

- 1. Although County staff is competent and capable of preparing its Comprehensive Annual Financial Report (CAFR), the County intends for the selected Firm to produce the CAFR, with assistance from County staff.
- 2. The auditor shall discuss any comments to be included in the management letters with the appropriate elected officials, or designee, prior to completion of the report mentioned in item "1" of this Section C.
- 3. The Firm selected shall submit progress reports to or hold periodic meetings with appropriate staff. The information provided in these reports/meetings should be sufficiently detailed to provide assurance that the respective audit is on schedule, noting achievements and problems, which will have a potential effect on the schedule.
- 4. At the completion of the each audit, an exit conference will be held with appropriate staff. The meeting will be conducted by the lead auditor on the engagement. During the exit conference, findings and recommendations will be discussed and ample time will be provided to respond in writing to these findings. Responses will be incorporated into the final reports and CAFR.
- 5. The Offices to be included in this audit will provide, at a minimum, the following to assist the auditor in performing the annual audit:
 - a. A designated contact person for all audit related requests.
 - b. General Ledger / Trial Balance as of September 30 and any other time periods as requested.
 - c. Reports of Revenues, Expenditures, Budgeted and Actual.
 - d. Various schedule and worksheets designed to assist and provide backup information.
 - e. The County will prepare confirmation letters for the auditor.
 - f. Other information requested by the auditor and mutually agreed upon by appropriate staff.
- 6. The County will provide the auditor with reasonable workspace, internet connection, telephone lines, and other capabilities, as necessary.
- 7. Additional Considerations:
 - a. The Auditor shall furnish to the County an electronic version of the CAFR. An

electronic, print ready copy of the final CAFR must be provided to the County by June 15th of each year along with eight (8) bound hard copies.

- b. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must be available to attend at least one (1) public meeting upon submission of the written reports. The final reports shall be presented to the County no later than June 15th and the Auditor presentation at the public meeting shall be no later than the second Board of County Commissioners' meeting in July.
- c. The audited financial statements are owned by the County. The auditor shall not require approval to use or charge for the reproduction of the County's audited financial statement in offering statements, on the County's website, or in any other presentation format.

D. AUDIT TIMELINE: The Firm shall schedule its audit work to perform a substantial portion prior to fiscal year-end. The following is a proposed audit timeline (schedule is estimated and may change slightly).

Timeline	Action
on or before June 30	Pre audit conference, update regarding Audit Team, audit calendar established and estimated engagement hours
July 1 – Sept. 30	Interim field work
Sept. 30	Fiscal year-end
October 30	Books are closed for Constitutional Officers
November 30	Books are closed for the Board of County Commissioners
January 1	Provide Trial Balance to auditing firm (Clerk, Elections, Tax Collector)
February 1	Provide Trial Balance to auditing firm (Sheriff, BOCC)
May 15	Preliminary management comments and recommendation delivered to the Board and Constitutional Officers
June 1	Draft financial statements are provided to Board Management and the Clerk's Office for review, Exit conference is held
June 15	Print ready electronic copy of CAFR and Combining Statement provided to the County along with bound copies
June 20	CAFR submitted to the Auditor General (deadline June 30 th)
2nd meeting in July	Presentation of CAFR to the Board of County Commissioners

-END OF SECTION-

SECTION VII. WORK PAPER RETENTION AND ACCESS TO WORK PAPERS

1. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after completion of any herein identified services unless the Firm is notified in writing by the County of the need to extend the retention period.
2. The County's management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.
3. The Firm will be required to make working papers available, upon request, without charge, to any federal, state or County agency.
4. The Firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
5. As requests for copies of working papers are fulfilled, the Firm will be required to notify the Finance Director of the request, as appropriate.

SECTION VIII. PUBLIC ENTITY CRIMES

The County requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted as part of the Proposers proposal. A form for this purpose is attached hereto in Section XIX.

SECTION IX. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section X of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications to be considered responsive. **Failure to supply the required documentation or failure to address all criteria may be grounds for rejection of the Proposal in the sole discretion of the County.**
- B. Proposals must be mailed or delivered in a sealed package and marked with RFP FOR EXTERNAL AUDIT SERVICES so as to identify the enclosed Proposal.
- C. Proposals must include one (1) original signed proposal packet, ten (10) exact copies and one (1) exact electronic copy (thumb drive) of the Proposal submission packet, all of which are properly indexed and tabbed.
 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Microsoft Word formats are allowed.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" document. Proposals shall not exceed 40 pages single sided print. Proposals not conforming to this format may be disqualified from further consideration in the sole discretion of the County.
- E. At the sole discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format for information identified below. In order to be considered responsive, the Proposer must answer each request heading and any sub-heading and the submitted information must track and be

constructed in the following tabbed format, Tab A through Tab C.

TAB-A

----- (No points)

1. Proposal Submittal Form (required, see Section X of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XIX.
4. Copy of sample Certificate of Liability Insurance as required in Section II (Copy of Accord Form).

The pages from Tab-A do not count toward the 40-page allowance.

TAB-B

1. **Introduction of your Organization** ----- (Maximum of 0 points)

- a. Briefly identify and introduce your organization
- b. Identify the exact name of your organization and provide the state of incorporation. Please explain your agency's status: fully independent, a branch office, subsidiary, member of affiliate network, etc. If you are a subsidiary, list the parent company and your relationship to it. Please identify persons authorized to represent and commit the firm, including address and telephone number.
- c. Identify the location of the Florida office that will be primarily responsible for the engagement, if awarded.

2. **Project Understanding and Approach** ----- (Maximum of 30 points)

- a. The proposal must describe the firm's understanding of the project scope.
- b. The proposal must set forth a work plan, including an explanation of the audit methodology to be followed to perform the services requested in the RFP. The work plan must provide detailed information regarding the following:
 - (1) Proposed segmentation of the engagement including time frames for each segment.
 - (2) Staffing level and anticipated hours, by position, to be assigned to each proposed segment of the engagement.
 - (3) Approach to be taken to gain and document an understanding of the County's internal control structure.
 - (4) Type and extent of analytical procedures to be used in the engagement.
 - (5) Approach to be taken in selecting audit samples and the extent to which sampling will be used throughout the engagement.
- c. The proposal must identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County.
- d. The proposal must include sample products for all reports.

3. Relevant Firm and Employee Experience and Ability ----- (Maximum of 30 points)

FIRM

- a. Provide a brief summary of the firm's background, including size of the firm and size of the firm's governmental audit staff.
- b. Identify all Florida governmental entity engagements which the firm has been involved in over the past five (5) years. Please provide a single line of information per contract / engagement.
- c. Describe firm's involvement in governmental accounting committees and associations.
- d. Include a copy of the firm's most recent external quality control review, the letter of comments, and a statement as to whether that quality control review included a review of specific governmental engagements.
- e. Provide information on the results of any Federal or State desk reviews or field review of its audits during the past three (3) years. In addition, information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.
- f. Identify any litigation that the firm has been involved in over the last three (3) years with a description of the circumstances and the outcome.
- g. Provide a brief description of any continuing professional education seminars that the firm offers for its clients.
- h. If your proposal is made for a Consortium or Joint Venture the above information must be provided for all firms which will be engaged in the audit with a breakdown of anticipated work assignments and related hours by firm, and there must be an official designee. In a case where a firm has multiple offices the above information is to be limited to the office that will be performing the audit.

AUDIT TEAM

Substantial consideration will be given by the County in awarding a contract, based on the experience of the Audit Team proposed by the firm to perform the services required. No change shall be made in the composition of the Audit Team, without prior written consent by the County.

- i. Identify the staff to be directly assigned to the engagement and indicate whether each is registered to practice as a certified public accountant in the State of Florida.
- j. Provide as much information as possible regarding the number, qualifications, education, experience and training, professional membership, and relevant continuing professional education of the specific staff to be assigned to the engagement.
- k. Include minimum of one paragraph about each member of the project team including role in this proposed work and relevant knowledge and experience they bring to the team.

4. Digital Platform ----- (Maximum of 20 points)

- a. Provide a brief summary of how the firm coordinates and manages the audit process with the client.
- b. Within this summary, provide information related to the digital platform used by the firm to request audit documents/files, accept client submission of audit documents/files, track submission timelines, and communicate with the client regarding document/file submissions.

5. Timeline ----- (Maximum of 20 points)

- a. Provide a tentative timeline to complete the Scope of Work for fiscal year ending September 30, 2023.

6. Price Proposal ----- (Maximum of 30 points)

Price will not be the sole or predominant factor to evaluating qualified proposals.

- a) The proposal must contain all pricing information relative to performing the audit engagement as described in this RFP.
- b) The all-inclusive guaranteed maximum fixed fee proposed for each year of the engagement must be separately stated for each fiscal year-end (2023, 2024 and 2025).
- c) The price proposal must include a schedule of fees and expenses that support the all-inclusive guaranteed maximum fixed fee, to include all anticipated expense.
- d) Detail must be provided which indicates the estimated hours that the audit will take per constitutional officer. This must also include estimated hours auditors are on-site and off-site.
- e) All expenses will be charged against the total all-inclusive guaranteed maximum fixed fee submitted by the firm.

TAB-C ----- (No points)

The Proposer may include any other information that Proposer deems to be pertinent, but not specially requested pursuant to this RFP. Please note that pages under Tab-C shall count toward the 40-page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B.

PRESENTATIONS (If Requested)

After preliminary scoring based on the above criteria, said scoring to be used as a non-mandatory guide for informational and discussion purposes by the Auditor Selection Committee and by the Board of County Commissioners in making their decisions, presentations as part of the evaluation process may or may not be requested by the Auditor Selection Committee. A two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Firm should include the key personnel that will be responsible for the County contract and services.

AFFIRMATIONS

Each Proposer shall be required to include signed and notarized written affirmations with their response. A form of affirmations that must be signed, notarized and filed with each response is attached hereto.

-END OF SECTION-

SECTION X. PROPOSAL SUBMITTAL FORM

**GLADES COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION:
PROPOSAL SUBMITTED TO:

RFP EXTERNAL AUDIT SERVICES
GLADES COUNTY BOARD OF COUNTY
COMMISSIONERS

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

Duns Number

ACKNOWLEDGEMENT OF PROPOSER In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.
- Each Proposer recognizes and agrees that the County may reject its response based upon the County’s exercise of its sole discretion. Every Proposer waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the County’s exercise of its sole discretion and the County’s disclosure of or refusal to disclose any pertinent information related to the reasons for the County’s rejection of said response. The County’s sole responsibility shall be to comply with applicable Florida law related to the selection of an auditor for the County, especially Section 218.391, Florida Statutes.

Document	Check if included or circle one		
Completed Proposal Form (page 21) plus tabbed Proposal pages including price proposal	Required	YES	NO
Public Entity Crimes Sworn Statement (page 26)	Required	YES	NO
Discrimination Certification (page 27)	Required	YES	NO
Scrutinized Companies Certification (page 28)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor)	Required	YES	NO
Truth in Negotiations Certification (required with the successful firm)	If Applicable	YES	NO

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
 Proposer’s Authorized Representative

PRINTED NAME: _____

TITLE: _____

-END OF SECTION-

SECTION XI. SAMPLE EVALUATION SCORE SHEET

CRITERIA FOR EVALUATION	Maximum Points	Score
B-1) Introduction of Organization	0	
B-2) Project Understanding and Approach	30	
B-3) Relevant Firm and Employee Experience and Ability	30	
B-4) Digital Platform	20	
B-5) Timeline	20	
B-6) Price Proposal	30	
TOTAL	130	

SECTION XII. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right, in its sole discretion, to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer’s capabilities and qualifications according to Sections VI and IX this RFP. Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida’s records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Auditor Selection Committee or County may decide to reject all Proposals. If the committee decides not to reject all Proposals, the County may proceed in accordance with the Auditor Selection Committee’s recommendation, or otherwise as the Board deems to be in the best interests of the County.

- A. Proposals will be reviewed by the Auditor Selection Committee and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Auditor Selection Committee member shall perform the member’s own independent scoring. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. The proposals will be scored and the Auditor Selection Committee may make a recommendation for award and ranking of the Firms at this point. However, after review of the Proposals and scoring and at the discretion of the Auditor Selection Committee, the County may ask a minimum of the three (3) most qualified Proposers to give short presentations/interviews as part of the selection and ranking process. The Proposers selected to make a presentation will be contacted and provided topics to present. Following the presentations, the Auditor Selection Committee will rank the Firms and will make a recommendation on selection of a Firm or the ranking of the Firms based on the best interests of the County. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. The Contract will be awarded to one (1) Proposer.

SECTION XIII. AWARD

The Audit Selection Committee will make a recommendation to the Board for the award to the responsive and most qualified Proposer. Evaluation of the Proposals shall be based on the evaluation factors set forth in Florida law, in this RFP and any other relevant information obtained through the evaluation process. The Board of County Commissioners will receive and consider the recommendations of the Auditor Selection Committee at a public meeting. The Board can approve the selection and ranking of no fewer than three (3) Proposers or the Board, in its sole discretion, can take such other legal action as it deems to be in the best interests of the County. The Board reserves the right to select the Proposer that, in its sole judgment, will be in the best interests of the County to select, or to reject any or all responses, or to take such other action as the Board deems appropriate and in the best interests of the County, in the Board's sole discretion. The County reserves the right to re-advertise for additional responses to the RFP, in its sole discretion. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XIV. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services shall follow the award with the selected top ranked Proposer considered most qualified at a price the County determines to be fair, competitive, and reasonable. Should a satisfactory contract not be negotiated with the top ranked Proposer, the County can undertake negotiations with the second most qualified firm. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The County anticipates entering into a written contract with a qualified Proposer who is selected by the Board using the selection process described above. In the event the County is not successful in negotiating a contract with any of the Proposers selected by the Board, the Board may reopen and/or terminate continued formal negotiations with any one of the selected Proposers, in the Board's sole discretion; however, the negotiating team shall not negotiate with more than one Proposer at a time. Further, if the negotiating team designated by the Board is unable to negotiate a satisfactory contract with one of the selected Proposers, the Board may request the Committee to select and rank additional qualified Proposers, after which the Board will consider the Committee's recommendations and possibly select and/or rank additional qualified Proposers and continue negotiations in accordance with the process outlined herein until an agreement is reached with a qualified Proposer, or, in the alternative, the Board may terminate all negotiations and re- advertise for additional responses, in the Board's sole discretion.

After the successful negotiated contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval by the County and execution.

SECTION XV. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XVI. TENTATIVE SCHEDULE

DATE	TIME	EVENT
March 22, 2023		First Advertisement (online)
March 29, 2023		Second Advertisement (paper)
April 5, 2023	1:00 pm	Deadline to submit questions (RFI's)
April 6, 2023	5:00 pm	Deadline to release responses by County to RFI's
April 17, 2023	Noon	Proposal due date / Distributed to Audit Committee Members
April 27, 2023	9:30 am	Review/Ranking of Proposals by the Auditor Selection Committee
May 11, 2023	10:30 am	Presentations / Interviews (at the discretion of the Auditor Selection Committee)
May 22, 2023	6:00 pm	Anticipated award date (BOCC Meeting)
June 13, 2023	9:00 am	Anticipated contract consideration by the Board (BOCC Meeting)

SECTION XVII. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Tasha Morgan, Finance Director
Glades County Clerk of Courts for the Board of County Commissioners
500 Avenue J SW, Moore Haven, FL 33471
Phone: (863) 946-6013; Email: tmorgan@gladesclerk.com*

SECTION XVIII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers **in writing by 1:00 P.M. EST on April 5, 2023**, to the person identified in Section XVII of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on April 6, 2023.

-END OF SECTION-

SECTION XIX. COMPLIANCE REQUIREMENTS

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Glades County Board of County Commissioners, by:

(Printed individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one of the following statements applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the County identified in Paragraph One above is for the County only, and that this form is valid through December 31 of the calendar year in which it is filed.

Affiant Signature

Print name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by physical presence or online notarization by _____, as _____(title) of _____ (Proposer), a _____ entity, on behalf of _____ (Proposer) this ____ day of _____, 20__.

Personally Known or Produced Identification
Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Proposer hereby certifies that at the time of its response to the RFP the Proposer has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

by

_____ [Print individual's name and title]

for

_____ [Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. **CERTIFICATION**

Proposer hereby certifies that at the time of its response to the RFP the Proposer is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

AFFIRMATIONS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Glades County ("County") for this response, and further, no County official or employee is directly interested in the outcome of this matter. This response is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Proposer or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the Proposer has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other Proposer, or to secure any advantage against the County or any person, firm, or corporation.
- 2) The below signed Proposer agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Proposer further agrees to hold harmless, defend and indemnify the County and its agents from any losses, including attorney's fees, incurred as a result of the Proposer's failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Proposer represents that the Proposer has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Proposal (RFP) documents and all of the requirements related thereto.
- 5) The Proposer shall comply with and agrees to abide by all requirements, stipulations, terms, and conditions as stated in the RFP documents.
- 6) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP.
- 7) The Affiant named below is officially authorized to represent the Proposer in whose name the response is submitted.
- 8) The Proposer hereby warrants that the Proposer has all required licenses, if any, to perform the audit services required by the RFP and that such licenses will be in full force and effect throughout the duration of the performance of audit services for the County.
- 9) The Proposer hereby warrants that all services to be provided under this RFP shall be completed in a timely fashion pursuant to an Agreement with the County and that time is of the essence.
- 10) The Proposer agrees that if requested by the County, the Proposer shall furnish additional information, references, financial statements, and other information for the County to sufficiently evaluate the Proposer's response and the Proposer's ability to perform the audit services as described in the RFP.

[Signature on next page]

Dated: _____

Signature

Printed Name and Title

Name of Proposer

Address

Address

Telephone Number

Facsimile Number

Electronic Mail Address

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____