



## REQUEST FOR PROPOSALS

### AUDIT SERVICES

#### RFP-003-2018

The City of Lake City, Florida, ( C i t y ) will receive sealed proposals **until 11:00 a.m., local time, on Tuesday, December 19, 2017** in the Procurement Department located on the 2nd floor in City Hall, 205 N. Marion Avenue, Lake City, FL 32055. Proposals delivered to any other location will not be considered received by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer. Proposals will not be accepted via fax.

At 11:01 a.m. or shortly thereafter, only the names of the respondents will be read aloud.

A clearly marked original, three (3) exact copies and one (1) electronic copy must be provided. Your proposal must be sealed and clearly marked “**RFP-003-2018 Audit Services**” on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the Procurement Department. Facsimile or e-mail requests are acceptable. The Procurement Department will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Request for Proposal. Questions must be received no later than **4:00 p.m., Tuesday, December 12, 2017**.

City of Lake City  
Attn: Procurement Department – 2<sup>nd</sup> Floor  
205 N. Marion Avenue  
Lake City, Florida 32055  
[procurement@lcfla.com](mailto:procurement@lcfla.com)  
(386) 719-5816 or (386) 719-5818

**It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city

holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

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Wendell Johnson  
City Manager

## **A. PURPOSE & OVERVIEW**

The City of Lake City, Florida, hereinafter referred to as “City”, is soliciting proposals for audit services from qualified firms of certified public accountants to audit the City’s financial statements for fiscal years ending September 30, 2018, 2019 and 2020. This agreement may be extended for three (3) subsequent fiscal years upon mutual agreement of both parties.

## **B. GENERAL INFORMATION**

The City of Lake City is a municipal corporation of the State of Florida established in 1859 and has a population of approximately 12,000 residents. It employs 234 full time and 12 part time employees with a total payroll of \$16.8 million and has adopted a budget for FY 2017-2018 of \$57,874,477.

Fund structure of the City’s governmental activities includes a General Fund, five Special Revenue Funds, and a Debt Service Fund. Business type activities include a Water and Sewer Utility Fund, Gas Utility Fund and a recently implemented Storm Water Fund.

In addition to the above fund structure, the City maintains a Community Redevelopment Agency (CRA) which is an incremental tax district created by City Ordinance pursuant to Florida Statute 163.356. The City Council appoints an advisory board to administer the activities of the CRA. The Council approves the budget and provides funding. The City performs the accounting functions for the CRA. The CRA is presented as a blended component unit classified as a special revenue fund.

The City of Lake City participates in single-employer defined-benefit pension plans for its general employees, police officers and firefighters as well as participates in the Florida Retirement System. The activities of the Pension Plans are included in the City’s CAFR.

During the contract period the City anticipates receiving federal and state grants that may be subject to Single Audit requirements.

Any funds established or deleted during the time period to be audited by this request for proposal is to be included in the scope of audit services to be provided.

A copy of the most recent financial statements or budget can be found on the City’s website at [www.lcfla.com](http://www.lcfla.com).

## **C. INQUIRIES**

Direct questions related to this RFP in writing to Karen Nelmes, Procurement Coordinator, at [procurement@lcfla.com](mailto:procurement@lcfla.com). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing. All questions asked, along with the answers rendered that affect the scope of work will be issued in the form of an addendum.

#### **D. SCOPE OF SERVICE**

The City of Lake City (City) is requesting sealed proposals from certified public accounting firms duly licensed to practice in the State of Florida under F.S. Chapter 473 and qualified to audit its financial statements for the three fiscal years ending September 30, 2018, 2019 and 2020. Annual renewals will be based upon satisfactory performance. Upon mutual agreement of both parties the selected firm will have the option of auditing the City's financial statements for three (3) subsequent fiscal years and shall give notice to the City six months prior to September 30, 2020 as to its intent to audit the three (3) subsequent years.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposals submitted will be evaluated by a three-member evaluation committee. At the discretion of the evaluation committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

It is anticipated the selection of a firm will be completed by January 31, 2018. Following the notification of the selected firm, it is expected a contract will be executed between both parties no later than February 28, 2018.

#### **E. SPECIFIC REQUIREMENTS**

1. The auditor shall audit and express an opinion on the fair presentation of the basic financial statements of the City in conformity with generally accepted accounting principles;
2. The auditor shall be responsible for applying certain limited procedures to required management's discussion and analysis and other required supplementary information in accordance with generally accepted auditing standards;
3. The auditor shall provide an opinion on other supplementary information for combining and individual non-major governmental funds or other supplementary information in relation to the basic financial statements taken as a whole.
4. The Schedule of Expenditures of Federal Awards and State Financial Assistance, if required, are to be issued as part of the CAFR.
5. The auditor is not required to audit the statistical section of the report.
6. The auditor will prepare the Comprehensive Annual Financial Report (CAFR) and provide any assistance needed to prepare adjusting journal entries related to

converting data for the government-wide and individual fund financial statements.

7. The auditor will prepare debt service coverage schedules required by bond covenants.
8. The auditor shall provide technical assistance and advice, including information related to the latest accounting pronouncements and audit requirements at no additional charge.
9. The City may require copies of all major working papers prepared by the auditor for use in reconciling items to the general ledger and financial statements.
10. The audit firm may not subcontract work under this agreement without the express, written permission of the City. All subcontractors selected must comply with the same terms and conditions of this agreement.
11. Twenty (20) bound copies of the final report and an electronic copy of the preliminary and final financial statements shall be delivered to the Finance Director.

## **F. AUDITING STANDARDS TO FOLLOW**

The audit is to be performed in accordance with the following:

1. Standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States;
2. U.S. Office of Management and Budget Circular A-133; *Audits of States, Local Governments, and Non-Profit Organizations*, as amended from time to time;
3. Rules of the Auditor General of the State of Florida, Chapter 10.550;
4. The provisions of the Federal Single Audit Act of 1984, as amended from time to time;
5. Florida Single Audit Act, F.S. Section 215.97;
6. Section 11.45 Florida Statutes, and;
7. Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

## **G. REPORTS**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
2. A report on internal control over financial reporting and compliance based on an audit of the financial statements;
3. A report on compliance and internal control over compliance applicable to each major federal program and State Financial Assistance;
4. A report on compliance with Section 218.415, Florida Statutes;
5. Any other report which may be required during the contract period based on new accounting pronouncements or procedures.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The reports on compliance shall include all instances of noncompliance.

#### **H. SPECIAL CONSIDERATIONS:**

The City of Lake City will require the auditor's overall evaluation of the efficiency and adequacy of accounting procedures and assistance with the implementation of any new GASB statements.

The firm will be requested to grant permission to use the Auditor's Opinion in the Official Statement of any future bond issues. In addition, the auditor shall be required, if requested by the City, financial advisor and/or underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

#### **I. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Lake City of the need to extend the retention period.

The auditor will be required to make working papers available, upon request, to the City of Lake City, auditors of entities of which the City of Lake City is a sub recipient of grant funds and other federal or state agencies as necessary. In addition, 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.

## **J. SCHEDULE FOR EACH FISCAL YEAR AUDIT:**

Entrance conference with Finance Director and key Finance staff to discuss interim and year end work to be performed.

June-August	Preliminary fieldwork
December	Final fieldwork begins. Trial balance is provided.
January	Fieldwork is completed. Results of preliminary review and potential adjustments to the trial balance are communicated.
February	CAFR draft is completed and submitted to City for review.
February	Exit conference with City Manager, Finance Director and key staff to summarize results and review significant findings.
March	Presentation by the audit firm to Council covering significant matters of the financial operations and on any material findings reported in the management letter.

### **Assistance to be provided to the auditor and report preparation:**

1. The auditor shall provide a list of schedules to be prepared by the City.
2. The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations.
3. The preparation of confirmations will be the responsibility of the City of Lake City.
4. The auditor will be provided with reasonable workspace, desks and chairs. The auditor will also be provided with access to local telephone lines, photocopying facilities and computer access.

## **K. EVALUATION CRITERIA:**

The firm is to provide a separate transmittal letter stating the proposer's understanding of the work to be performed, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period.

The Transmittal Letter shall have an original signature (signed in blue ink) of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

In order to evaluate the firm, proposals must include the following elements:

**Mandatory Elements:**

1. The audit firm must be independent, have a license to practice in Florida and have performed a minimum of seven (7) years' experience of continuous governmental auditing services.

**Expertise and Experience of the Audit Firm:**

1. Provide a description and history of the audit firm. Please include the size of the firm and size of governmental staff.
2. Provide a list of governmental clients for which an audit was performed by your firm in the last three years, designating those are currently clients. Provide information to indicate that the firm has experience auditing public utilities. Please include a contact reference and phone number for each of the audits listed.
3. Please include resumes of partner, manager and senior staff who will be assigned to this audit.
4. Discuss the firm's process of ensuring that all individuals who will be performing audit work have received adequate continuing professional education within the two preceding years.
5. Please include results of the firm's recent peer review and its status under the AICPA peer review program.
6. Describe regulatory action taken against the firm by an oversight body, if any, and any disciplinary actions that have been brought against the firm.
7. Provide a brief discussion about firm's expertise and experience, including Single Audits and tests of compliance with laws and regulations.
8. Give a description of the firm's ability to perform additional services and provide technical support throughout the period of the engagement.

**Technical Approach:**

1. Clearly describe the scope of the required services to be provided including a full discussion of your firm's auditing techniques and procedures to be used for both financial and compliance aspects of the engagement.
2. Describe the firm's approach to becoming familiar with a new client's operation.
3. Discuss the firm's approach and level of client staff support necessary to complete the work as outlined in the proposal.
4. Provide a schedule showing the firm's approach to planning the audit and timing of fieldwork and sampling techniques to be performed.



5. Address how key personnel (partner, manager) will be adequately involved and accessible through the performance of the audit.

**Fee Schedule:**

Total All-Inclusive Maximum Price - The proposal should include all pricing information relative to performing the audit engagement for each of the three years under audit.

Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for each - The cost proposal should include a schedule of professional fees and expenses that support the total all-inclusive maximum price. The cost of special services should be disclosed as a separate component of the total all-inclusive maximum price.

Rates for Additional Professional Services - If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Lake City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

Manner of Payment - Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Council.

**L. EVALUATION PROCEDURE:**

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluation of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Independent evaluations shall be applied to the factors throughout the evaluation

process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Proposer's response will be evaluated by Evaluation Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 3 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 4 = Exceeds Expectations: for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of **4** times weighted value of **10** = Maximum of **40-Points**).

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

#### **M. PROPOSAL FORMAT:**

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

#### **Tab 1 - Transmittal Letter: (Non-scored)**

Transmittal letter stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The Transmittal letter shall have an original signature (signed in blue ink) of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

**Tab 2 – Required Proposal Submittal Forms: (Non-scored)**

Includes fully executed **Public Entity Crimes Statement, Conflict of Interest, Disputes Disclosure, Drug Free Workplace, Non-Collusion Affidavit, E-Verify Affirmation, and Proposer Checklist. (Non-scored)**

In addition, all respondents **must** include a DRAFT Letter of Engagement to the City of Lake City.

**Tab 3 – Mandatory Elements: (Non-scored)**

Firms meeting the following mandatory criteria will have their proposals evaluated and scored for technical qualifications.

- a. The audit firm is independent and licensed to practice in Florida.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- c. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- d. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

**Tab 4 – Expertise and Experience of the Audit Firm (maximum 4 X 8.75 = maximum 35 points)**

1. Provide a description and history of the audit firm. Please include the size of the firm and size of governmental staff.
2. Provide a list of governmental clients for which an audit was performed by your firm in the last three years, designating those are currently clients. Provide information to indicate that the firm has experience auditing public utilities. Please include a contact reference and phone number for each of the audits listed.
3. Please include resumes of partner, manager and senior staff who will be assigned to this audit.
4. Discuss the firm's process of ensuring that all individuals who will be performing audit work have received adequate continuing professional education within the two preceding years.
5. Please include results of the firm's recent peer review and its status under the AICPA peer review program.
6. Describe regulatory action taken against the firm by an oversight body, if any, and any disciplinary actions that have been brought against the firm.

7. Provide a brief discussion about firm's expertise and experience, including Single Audits and tests of compliance with laws and regulations.
8. Give a description of the firm's ability to perform additional services and provide technical support throughout the period of the engagement.

**Tab 5 - Technical Response: (maximum 4 X 8.75 = maximum 35 points)**

1. Clearly describe the scope of the required services to be provided including a full discussion of your firm's auditing techniques and procedures to be used for both financial and compliance aspects of the engagement.
2. Describe the firm's approach to becoming familiar with a new client's operation.
3. Discuss the firm's approach and level of client staff support necessary to complete the work as outlined in the proposal.
4. Provide a schedule showing the firm's approach to planning the audit and timing of fieldwork and sampling techniques to be performed.
5. Address how key personnel (partner, manager) will be adequately involved and accessible through the performance of the audit.

**Tab 6 – Fee Schedule: (maximum 4 X 7.50 = maximum 30 points)**

Total All-Inclusive Maximum Price - The proposal should include all pricing information relative to performing the audit engagement for each of the three years under audit.

Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for each - The sealed dollar cost proposal should include a schedule of professional fees and expenses that support the total all-inclusive maximum price. The cost of special services should be disclosed as a separate component of the total all-inclusive maximum price.

Rates for Additional Professional Services - If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Lake City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

Manner of Payment - Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses

incurred in accordance with the firm's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Council.

**N. PRESENTATIONS AND AWARD:**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Procurement Department to schedule the top ranked firm(s) for oral presentations/interviews.

**Formal Oral Presentations/Interviews (If Requested)**

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, the following guidelines will be used:

The City’s Procurement Department will establish the schedule and proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

**Final Ranking and Recommendation for Award**

After clarification is completed, the Committee will re-score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City. The City will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its final recommendation to the City Council.

**M. PROJECTED TIMETABLE**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<b>Event</b>	<b>Date</b>
Issue RFP Notice	November 12, 2017
Last Date for Receipt of Written Questions	December 12, 2017 @4:00 pm
Addendum Issued (If Applicable)	December 13, 2017

Proposal Due Date	December 19, 2017 @ 11:00 am
Evaluation Committee Meeting	January 9, 2017 @ 10:00 am
Oral Presentations/Interviews if necessary	TBD January 2018
Recommendation Presented for Approval	NLT –February, 2018

Add Oral Presentations/Interviews (if necessary)

Note: Dates are subject to change. NLT = no later than. TBD = to be determined

## **TERMS & CONDITIONS**

### **A. Addendum**

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a proposal to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

### **B. Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals, including presentations and any other expenses called for in this Request for Proposal.

### **C. Required Documents**

The enclosed documents must be executed and returned with proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, Reference, Public Entity Crime Statement and E-verify Affirmation Statement.)

### **D. Indemnity**

Successful contractor will indemnify and hold Owner and Owner’s agents (engineer, surveyors, etc.) harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

### **E. Insurance**

1. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.

2. Statutory Workers Compensation insurance as required by the State of Florida.
3. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### **F. Public Records**

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, [CITYCLERK@LCFLA.COM](mailto:CITYCLERK@LCFLA.COM), CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

**G. Employment Eligibility Verification (E-Verify)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**H. Additional Information**

The City of Lake City Procurement Department reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.



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

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

1. This sworn statement is submitted with RFP-003-2018 Audit Services.
2. This sworn statement is submitted by \_\_\_\_\_  
whose business address  
is \_\_\_\_\_ and (if applicable) its  
Federal Identification No.(FEIN) is \_\_\_\_\_. If entity has no  
FEIN, include the Social Security Number of the individual signing this sworn  
statement \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my  
relationship to the entity named above  
is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 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 an 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 misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph  
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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida  
Statutes means:

- b. A predecessor or successor of a person convicted of a public entity crime;  
or
  - c. 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.
7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state 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.
8. 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 statement applies)
- \_\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_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 subsequent to July 1, 1989, and (Please indicate which additional statement applies)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature:\_\_\_\_\_Date\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority,

\_\_\_\_\_who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at large

My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA, CITY OF \_\_\_\_\_  
Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn deposes and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City **RFP-003-2018** described as **Audit Services**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public.

My commission expires \_\_\_\_\_.

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

\_\_\_\_\_  
Firm Date

\_\_\_\_\_  
Authorized Signature Printed or Typed Name and Title

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_day of \_\_\_\_\_20\_\_.

Personally known \_\_\_\_\_or Produced Identification \_\_\_\_\_  
(Specify type of identification)

\_\_\_\_\_  
Signature of Notary  
My Commission Expires:\_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the  
Title Company Name

Bidder, that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify type of identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

## **E-VERIFY AFFIRMATION STATEMENT**

RFP/Contract No:

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Project Description:

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Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

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Authorized Company Person's Signature:

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Authorized Company Person's Title:

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Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**



## PROPOSER CHECK LIST

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

City of Lake City  
Procurement Department - 2<sup>nd</sup> Floor  
205 N Marion Avenue Lake City,  
Florida 32055

**The mailing envelope must be sealed and marked with RFP Number, RFP Title “NAME” and Due Date. It must also include the name, address and phone number of the proposer.**

The RFP will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER, RFP TITLE “NAME” AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**