

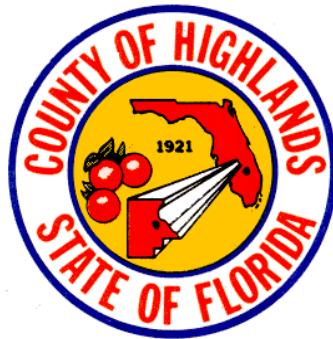
# REQUEST FOR PROPOSALS

## 20-038

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EXTERNAL AUDIT SERVICES

July 25, 2020



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**HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
*Purchasing & Development  
Services Departments***

**REQUEST FOR PROPOSALS (“RFP”)**

The Board of County Commissioners of Highlands County, Florida (“County”) will receive sealed Proposals in the Highlands County Purchasing Department (“Purchasing Department”) for:

**RFP NO. 20-038      External Audit Services**

The County is soliciting proposals from qualified Independent Certified Public Accounting firms for its 2021 through 2024 year-end auditing requirements, in accordance with Chapter 11.45 of the Florida Statutes on Local Government Reporting Regulations. The contract for services may be extended for one additional 1 year period with the approval of the parties. The purpose of the audit is 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.highlandsfl.gov](http://www.highlandsfl.gov), or [www.VendorRegistry.com](http://www.VendorRegistry.com). For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: [cmdavis@highlandsfl.gov](mailto:cmdavis@highlandsfl.gov).

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.

PRE-PROPOSAL meeting will not be held for this solicitation.

Due to the Covid 19 and CDC recommendations proposals may be provided in one of two methods, either by mail **or** by electronic submittal. Electronic submittal may be uploaded into Vendor Registry.com with access through the County website at [www.highlandsfl.gov](http://www.highlandsfl.gov). Vendors can register through the County’s website which should provide free access for uploading a proposal on Vendor Registry. **Or** mail in a hard copy (and electronic copy) of their proposal to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870. Each mail in submittal shall include one (1) original proposal packet and one (1) exact electronic copy (CD or thumb

drive) of the Proposal submission packet. Proposals mailed in must have envelopes sealed and marked with the Proposal number and name to identify the enclosed Proposal.

**PROPOSALS MUST BE UPLOADED on Vendor Registry or DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 by no later than 3:30 P.M., August 25, 2020**, 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 proposals will be accepted.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail, electronically uploaded or any other type of delivery service.

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

The Board's Local Preference Policy ("Local Preference Policy") and MBE/WBE policy will not apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the score/ranking of each Proposal and may include presentations, if requested by the evaluation committee, from shortlisted firms. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebecca Cable, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: [hrmanager@highlandsfl.gov](mailto:hrmanager@highlandsfl.gov). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

**Board of County Commissioners, Highlands County, FL**

[www.highlandsfl.gov](http://www.highlandsfl.gov)

## SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida, the Highlands County and other public entities involved in this cooperative solicitation.
2. Proposer means the person or entity submitting a Proposal in response to this RFP.
3. Firm means the Proposer who signs a contract with the County to perform the Scope of Work and is licensed to perform this work.

B. All Proposals shall become the property of the County.

C. Compliance with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required.

### **Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:**

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

### **Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

**Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:**

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: is on the Scrutinized Companies that Boycott Israel List, created pursuant to s.215.473; or is engaged in a boycott of Israel;

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

Further, any contract entered into as an agreement pertaining to the fulfillment of the requirements of this RFP is subject to termination as provided in the applicable provisions of Section 286.135, Florida Statutes.

**Section 287.055(5)(a) Truth-in-Negotiation**

The Firm that receives that receives the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The contract for this RFP shall also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. 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 XV of this RFP for additional information and clarification.
- G. Due care and diligence has 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. 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 exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. 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 Highlands. 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.
- J. The County, at its 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.
- K. Award will be made to the Proposer whose Proposal is determined 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 to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals 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.
- N. 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) "Highlands 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.
- a. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

- O. 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.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses should submit a copy of the certificate.

- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. 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 or electronically submitted as allowed. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. E-mailed and faxed Proposals will not be accepted. 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.
- W. 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.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. 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 Highlands County, Florida.
- AA. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding on any future requests for work, goods, or services for the County.

**-END OF SECTION-**

**SECTION II. LOCAL PREFERENCE POLICY AND MBE/WBE PREFERENCE POLICY NOT APPLICABLE**

**-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 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 Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. 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.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion might exist among Proposers, all or certain identified Proposals shall be subject to rejection.
- H. The County reserves the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

**-END OF SECTION-**

#### SECTION IV. **ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-038**

- A. **ADDENDUMS:** In this RFP, 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 Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, [www.highlandsfl.gov](http://www.highlandsfl.gov) and [www.VendorRegistry.com](http://www.VendorRegistry.com). 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. **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.
- C. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. **JOINT PROPOSALS:** In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. **MISUNDERSTANDINGS:** 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.
- F. **ASSIGNMENT OF CONTRACT:** The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. **COMPLAINTS:** The contract will provide that complaints against the Firm in connection with the Firm's performance of services under this RFP shall be processed through the Highlands County Business Services Department and shall be corrected within five (5) business days. Upon receipt of written notice of a complaint, the Firm shall provide a written response to the Complaint and shall be provided to the Business Services Department Director within forty-eight (48) hours. The Firm's failure to properly resolve complaints within five (5) business days

may result in cancellation of the contract.

- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Contract Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Firm from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

**-END OF SECTION-**

**SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-038**

- A. PURPOSE: The Highlands 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, 2021, 2022, 2023 and 2024. The purpose of the audit is 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, 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:
- The Board of County Commissioners
  - The Clerk of Courts
  - The Property Appraiser
  - The Sheriff
  - The Supervisor of Elections
  - The Tax Collector
- D. PERFORMANCE OF SERVICES: The Firm must perform all services required pursuant to this RFP.
- E. CONTRACT MANAGER: The County hereby designates the County Administrator as the County's Contract Manager.
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT AND CONTRACT TERM: A written contract shall be signed by the Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for four (4) fiscal years, and the contract may be extended for an additional period of one (1) fiscal years, at the 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 Firm shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Firm.
- J. PRICING: Pricing is not the principal factor in the selection and ranking of the Firms.
- K. INVOICING / COMPENSATION: For all services actually, timely and faithfully rendered, the

County shall pay the Firm a fixed fee for audit services for the fiscal year ending September 30.

1. In the event of new accounting or auditing pronouncements, additional requirements of the Auditor General of the State of Florida, new Single Auditing requirements, additional regulatory requirements, addition of new funds, or other circumstances that arise making it necessary for the Auditor to do substantive additional work, the Auditor shall immediately notify, in writing, the County Administrator, the Contract Manager, the Senior Director of Business Services, and the Clerk of Courts of such circumstances. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to the contract.
2. The County shall make progress payments and the final payment to the Firm in the following installments:

| <u>Month Billed</u> | <u>Percentage of Total Contract</u> |
|---------------------|-------------------------------------|
| July                | 15%                                 |
| November            | 15%                                 |
| December            | 20%                                 |
| January             | 25%                                 |
| February            | 15%                                 |
| Final               | <u>10%</u>                          |
| Total               | <u>100%</u>                         |

3. 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 and/or Purchasing Manager to ensure compliance with the contract. Invoices must reference the Purchase Order number.
  - b. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and 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.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any



term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to pandemics (such as the Covid-19), epidemics, fires, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

Firm shall not be responsible for delays in service provided the Contract Manager is notified in writing with documentation of the delay, within ten (10) days of the event that caused the delay, by the contracted Firm of such pending or actual delay.

If additional time is required due to delays caused as a result of any of the above-stated events, the Firm shall notify the County, in writing, of the delays caused and the source of the delay whether it be an interruption in the supply line, local, state or federal stay-in-place orders, interruptions in the workforce, or for any other reason. In its written notice to the County, the Firm shall give an estimate of the expected length of the delay. Upon receipt of the written notice the County shall not unreasonably withhold the granting of an extension of the completion date to the Firm . The extension shall be for a period long enough to allow Firm to resume normal operations from the delays caused the event.

No price escalation will be allowed. The Firm must take reasonable preventative steps to limit any risk to its employees, subcontractors and the public as it relates to this project. Those precautions include increased sanitation, health safety equipment as may be required for workers, quarantine protocols as may be required, remote work capabilities, policies on travelling and compliance with any guidance from public health officials.

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(5) 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(5) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

**-END OF SECTION-**

## SECTION VI. GENERAL INFORMATION

- A. Highlands County is a non-charter county established under the Constitution and laws of the State of Florida. The County was established on April 23, 1921 from a segment of Desoto County. Highlands County serves an area of 1,029 square miles and has a population of approximately 106,221. The Board of County Commissioners is the legislative body for the County and, as such, budgets and provides the funding used by the County departments and the separate constitutional officers with the exception of fees collected by the Tax Collector, Property Appraiser and Clerk of Courts. The County's fiscal year begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>.
- B. The County's accounting system is fully automated, using SunGard Public Sector's PLUS software suite of financial applications (CommunityPLUS, FinancePLUS, and eGovPLUS Portal). Financial and payroll processing for the Board of County Commissioners and Clerk of Courts is currently performed on an HP 9000 UNIX/Informix Quad-RISC processor platform, but is scheduled for migration to a Windows/SQL environment in 2015. At the time of writing, financial and payroll processing for the Property Appraiser, Sheriff's Office, Supervisor of Elections, and Tax Collector have migrated to the aforementioned Windows/SQL environment.
- C. Budgets, human resources, and purchasing functions are integrated within the financial records of the County.
- D. The accounting records of the Board of County Commissioners are maintained by the Board and/or the Clerk of Court's Business Services Division, serving as Chief Financial Officer and auditor to the Board. The Board's records include the general fund, 56 special revenue funds, two (2) enterprise funds, three (3) internal service funds, two (2) capital project funds, and one (1) agency fund. Additionally, General Long Term Debt and General Fixed Assets Account Groups are maintained in the records for worksheet purposes.
1. The accounting records of the Clerk of Court are maintained by the Clerk of Court's Business Services Division. The Clerk's records include a general fund, six (6) special revenue funds, one (1) internal service funds and two (2) agency funds.
  2. The accounting records of the Property Appraiser are maintained by the Property Appraiser's staff and/or the Clerk of Courts. The Property Appraiser's records include a general fund and one (1) internal service fund.
  3. The accounting records of the Sheriff are maintained by the Sheriff's staff. The Sheriff's records include a general fund, two (2) special revenue funds, one (1) internal service fund, and five (5) agency funds.
  4. The accounting records of the Tax Collector are maintained by the Tax Collector's staff. The Tax Collector's records include a general fund, one (1) internal service fund and three (3) agency funds. The Tax Collector's office uses a separate accounting system which is Egovernment Solutions, LLC.
  5. The accounting records of the Supervisor of Elections are maintained by the Supervisor's staff and/or the Clerk of Courts. The Supervisor's records include a general fund and one (1) internal service fund
  6. The number of funds may be increased or decreased depending upon the County's and each Constitutional Officer's requirements.
- 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 Comprehensive Annual Financial Report (CAFR). The CAFR can be viewed online at [www.hcclerk.org](http://www.hcclerk.org).
- G. The Clerk of Courts maintains an internal audit function responsible for conducting audits of the operations of the Board and Clerk. Audits are conducted in accordance with applicable standards as issued by the Institute of Internal Auditors. Released audit reports can be accessed only at [www.hcclerk.org](http://www.hcclerk.org). Working papers are available for inspection by the external auditor, to the extent needed.
- H. Highlands County's has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for thirty-five (35) years for its Comprehensive Annual Financial Report. The County intends to apply for the Certificate for the fiscal year ending September 30, 2021 and all subsequent fiscal years. Highlands County will expect assistance and expertise in maintaining our present Certification of Achievement.
- I. 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.
- J. Additional information related to the County's finances can be obtained from the County's CAFR, available online via the Clerk's webpage at [www.hcclerk.org](http://www.hcclerk.org).

**-END OF SECTION-**

## SECTION VII. SCOPE OF WORK AND QUALIFICATIONS

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 performed CPA services for the preceding (5) consecutive years and must have extensive experience in governmental auditing.
3. The Firm must submit an affirmation stating that the Firm meets the independence and education requirements of the government auditing standards issued by the Comptroller General of the United States. Additionally, the Firm shall give the County written notice of any professional relationships entered into during the term of the contract, which could affect the Firm's independence.
4. The Firm must submit an affirmation that the Firm does not have a record of substandard audit work. (e.g. discipline by AICPA, etc.).
5. 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.
6. 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 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 on-site during the course of the engagement 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.

**B. NATURE OF SERVICES REQUIRED:**

1. Highlands 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 Highlands 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 Sec. 11.45 (1) (d), Florida Statutes, and shall cover each of the four (4) fiscal years ending September 30, 2021, 2022, 2023 and 2024; with an option to renew for two (2) additional fiscal years.
5. The auditor will be required to issue the following reports:
  - a. 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.
  - b. 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.
  - c. A report on compliance with laws and regulations.
  - d. Management Letters, as required by Section 218.39(4), Florida Statutes.
  - e. 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.

- f. A report on compliance with Section 218.415, Florida Statutes, regarding the investment of public funds.
  - g. 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.
  - h. A report on compliance with Section 29.008 and 29.0085, Florida Statutes for County Funded Court-Related Functions. This report shall be issued separately.
  - i. 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, F.S.
  - b. The Popular Annual Financial Report (PAFR) prepared by the County in connection with the Achievement for Excellence in Financial Reporting Program.

**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. The County will provide color graphics for the cover and separator pages for the final document. The CAFR shall contain at a minimum:
  - a. Index
  - b. Letter of Transmittal
  - c. Independent Auditor's Report
  - d. Management's Discussion and Analysis
  - e. Basic Financial Statements
  - f. Notes to the Financial Statements
  - g. Required Supplemental Information
  - h. Combining & Individual Fund Statements & Schedules
  - i. Statistical Section
  - j. Supplemental Audit Reports, as appropriate.
  - k. Management Letter
2. The management letter shall, for each county agency, make special mention of the following material items discovered within the scope of the audit:
  - a. Whether irregularities reported in preceding audit(s) have been corrected;
  - b. Whether recommendations made in preceding audit(s) have been followed, if adopted by the County;
  - c. Recommendations to improve the County's present management, accounting

- procedures, and internal control;
- d. Any violation of the laws, rules and regulations discovered within the scope of the audit;
  - e. Any illegal expenditure(s) discovered within the scope of the financial audit;
  - f. Any improper or inadequate accounting procedures discovered within the scope of the financial audit;
  - g. Any failure to properly record financial transactions discovered within the scope of the audit;
  - h. All other inaccuracies, irregularities, shortages and defalcations discovered within the scope of the financial audit by the auditor;
  - i. Whether the annual financial report filed with the Department of Financial Services pursuant to Section 218.32 is in agreement with the annual audit report for the said period and, if not, specify any significant differences;
  - j. Compliance with auditor general's rules on tangible personal property
3. 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.
  4. 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.
  5. 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.
  6. 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. Statements 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.
  7. The County will provide the auditor with reasonable workspace, internet connection, telephone lines, and other capabilities, as necessary.
  8. Additional Considerations:
    - a. The Auditor shall furnish to the County an electronic version of the CAFR,

which is to be submitted to the Government Finance Officers Association for review in connection with the Achievement for Excellence in Financial Reporting Program. An electronic, print ready copy of the final CAFR must be provided to the County by March 15th of each year.

- 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 draft of the reports shall be presented to the County no later than February 20th and the Auditor presentation at the public meeting shall be no later than the first Board of County Commissioners' meeting in April.
  - 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.
9. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, without charge, to any federal, state or County agency. 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.
- 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 15             | Pre audit conference, update regarding Audit Team, audit calendar established   |
| June 1 – Sept. 30                | Interim field work  |
| Sept. 30                         | Fiscal year-end   |
| Sept. 30 - Oct. 30               | Books are closed for Constitutional Officers and the general ledgers are provided to the auditor; begin field work on Constitutional Officers |
| Oct. 30 – Dec. 15                | Financial statement for Constitutional Officers prepared. Constitutional Officers exit conferences are held.                                  |
| Sept. 30 – Nov. 30               | Books are closed for Board and the general ledgers are provided to the auditor; begin field work on the Board                                 |
| Feb. 20                          | Final draft financial statements are provided to Board Management and the Clerk's Office for review, Exit conference is held                  |
| Mar. 15                          | Print ready electronic copy of CAFR and Combining Statement provided to the County  |
| Mar. 15                          | CAFR submitted to the Auditor General (deadline March 31)   |
| 1 <sup>st</sup> meeting in April | Presentation of CAFR to the Board of County Commissioners   |

**-END OF SECTION-**



## SECTION VIII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria may be grounds for rejection of the Proposal.**
- B. Proposals must be uploaded onto Vendor Registry **or** mailed in a sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal shall be provided by electronic upload into Vendor registry **or** sent by mail and hard copies will include one (1) original proposal packet and one (1) exact electronic copy (such as compact discs or thumb drives) of the Proposal 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.
    - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided, however, that:
      - (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- 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 fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

### TAB-A

----- (No points)

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, and E-Verify Certification
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form)

The pages from Tab-A do not count toward the fifty (50) 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.
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. Describe firm's involvement in governmental accounting committees and associations.
  - c. List audits for which the GFOA's Certificate of Achievement have been attained and for what years.
  - 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. 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.
- i. 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

- j. 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 consent by the County.
- k. 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.
- l. 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.
- m. 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. Timeline**

----- (Maximum of 10 points)

- a. Provide a tentative timeline to complete the Scope of Work for fiscal year ending September 30, 2021.

#### **5. References**

----- (Maximum of 20 points)

- a. Provide references to at least three (3) projects having similar Scope of Work created by the person or persons identified in response to Tab-B 5 who will perform the services under the contract with the County pursuant to this RFP.

**6. Location** -----(Maximum of 10 points)

- a. Provide information regarding the firm's principal location, the office where a majority of the audit work for the County's engagement will be completed from and the home office of each member of the Audit Team that will be assigned to this engagement.

**7. Current and projected workload of Firm** -----(Maximum 10 points)

- a. Current workload versus capacity of firm.
- b. Listing of all existing contracts in place at this time and any future possible contracts in the next six (6) months.

**8. Price Proposal** (Maximum 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 fee proposed for each year of the engagement must be separately stated for each fiscal year-end (2021, 2022 and 2023).
- c) The price proposal must include a schedule of fees and expenses that support the total all-inclusive 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 maximum price 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 fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

**PRESENTATIONS (If Requested)**

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Auditor Selection Committee. The Committee may invite no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. 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. Following the presentations, the shortlisted Firms that presented will be ranked by the committee members.

**-END OF SECTION-**

SECTION IX. **PROPOSAL SUBMITTAL FORM**

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

RFP IDENTIFICATION:  
PROPOSAL SUBMITTED TO:

RFP 20-038 EXTERNAL AUDIT SERVICES  
HIGHLANDS COUNTY BOARD OF COUNTY  
COMMISSIONERS – PURCHASING

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 ADENDA** 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.

| Document   | Check if included or circle one |     |    |
|--|---------------------------------|-----|----|
| <b>Completed Proposal Form (pages 30-31) plus tabbed Proposal pages including price proposal</b> | Required                        | YES | NO |
| <b>Drug-Free Workplace Certification (page 38 )</b>  | Required                        | YES | NO |
| <b>Public Entity Crimes Sworn Statement (page 39-40)</b>   | Required                        | YES | NO |
| <b>Discrimination Certification (page 41)</b>  | Required                        | YES | NO |
| <b>Scrutinized Companies Certification (page 42)</b>   | Required                        | YES | NO |
| <b>Acord Insurance Form</b> (sample copy from Vendor)  | Required                        | YES | NO |
| <b>E Verify Certification (page 4326)</b>  | Required                        | YES | NO |
| <b>Truth in Negotiations Certification (required with the successful firm)</b>                   | If Applicable                   | YES | NO |

SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_ (seal)  
 Proposer's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**-END OF SECTION-**

**SECTION X. SAMPLE EVALUATION SCORE SHEET**

| <b>CRITERIA FOR EVALUATION</b>                         | <b>Maximum Points</b> | <b>Score</b> |
|--|-----------------------|--------------|
| 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) Timeline  | 10                    |              |
| B-5) References  | 20                    |              |
| B-6) Location  | 10                    |              |
| B-7) Current and Projected Work Load                   | 10                    |              |
| B-8) Price Proposal                                    | 30                    |              |
| <b>TOTAL</b>   |                       |              |

**SECTION XI. SELECTION PROCESS AND CRITERIA**

The County strictly enforces open and fair competition in its RFPs. The County reserves the right 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 VII of 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.

- 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 top three scoring Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The three firms shortlisted will be contacted and provided topics to present. Following the presentations the Auditor Selection Committee will individually rank the Firms. The ranking will be tallied and the committee will make a recommendation on the ranking of the Firms. 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 XII. AWARD

The County shall award to the responsive and most qualified Proposer. Should the County be unable to negotiate a satisfactory contract with the Firm considered most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County can undertake negotiations with the second most qualified Firm. If failing to negotiate with the second most qualified Firm, negotiations must be terminated and start negotiations with the third most qualified Firm. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. 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 XIII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. The Contract for services will be substantially in the form of the attached Contract. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract will be submitted for review to the County staff and the County Attorney. The contract then will be forwarded to the Proposer for review and signature. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon by the County Attorney resulting from the review, will be placed on a Board Agenda for its approval and execution.

## SECTION XIV. 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 other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

## SECTION XV. TENTATIVE SCHEDULE

| DATE                      | TIME       | EVENT   |
|---------------------------|------------|---|
| <b>July 25 , 2020</b>     |            | First Advertisement   |
| <b>August 1 , 2020</b>    |            | Second Advertisement  |
| <b>August 12, 2020</b>    | 5:00 P.M.  | Deadline to submit questions (RFI's)  |
| <b>August 14, 2020</b>    | 5:00 P.M.  | Deadline to release responses by County to RFI's                                  |
| <b>August 25, 2020</b>    | 3:30 P.M.  | Proposal due date   |
| <b>September 10, 2020</b> | 10:00 A.M. | Review/Ranking of Proposals by the Auditor Selection Committee                    |
| <b>September 24, 2020</b> | 10:00 A.M. | Presentations / Interviews (at the discretion of the Auditor Selection Committee) |
| <b>October 1, 2020</b>    |            | Anticipated award date  |
| <b>December 2020</b>      |            | Anticipated contract consideration by the Board                                   |



**SECTION XVI. 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:

*Chris Davis  
Highlands County Purchasing Division  
600 S. Commerce Ave., Sebring, FL3870-3809  
Phone: (863) 402-6528; Email: cmdavis@highlandsfl.gov*

**SECTION XVII. REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on August 12, 2020, to the person identified in Section XVI of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on August 14, 2020.

**-END OF SECTION-**

**SECTION XVIII. SAMPLE CONTRACT**

The sample contract. Contract not in final form and may be further negotiated.

**AGREEMENT BETWEEN HIGHLANDS COUNTY AND**

**FOR PROFESSIONAL FINANCIAL AUDITING SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and \_\_\_\_\_ registered in the State of Florida, hereinafter referred to as the "Auditor":

**WITNESSETH:**

WHEREAS, Section 125.01, Florida Statutes, authorizes the County to "employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions"; and

WHEREAS, the County issued a Request for Proposals, RFP #20-038, incorporated herein by reference, for professional external auditing services; and

WHEREAS, the Auditor submitted a proposal in response to the County's Request for Proposals; and

WHEREAS, the County has selected the Auditor based upon the submitted proposal as a qualified applicant to perform the requested financial and compliance auditing services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Term. This Agreement shall commence on the day and year above first written and shall continue in full force until completion of the audits for the County's fiscal years ending September 30, 2021, 2022, 2023, and 2024, unless earlier terminated as provided herein, and may be extended for an additional period of one (1) fiscal years at the recommendation of the Audit Selection Committee and the discretion of the Board.

2. Scope of Services. The County engages the Auditor and Auditor agrees to perform in a good and professional manner the services stated in RFP # 20-038 and set forth herein. The Auditor agrees to conduct a financial audit of all funds of the County, including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the basic financial statements required by generally accepted accounting principles (GAAP), including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the fund financial statements of the following Constitutional Officers for the fiscal years ending September 30, 2021, 2022, 2023, and 2024:

- Clerk of the Circuit Court
- Property Appraiser
- Sheriff
- Supervisor of Elections
- Tax Collector

3. Scope and Responsibilities. The audits shall be made in accordance with auditing standards generally accepted in the United States of America as adopted by the American Institute of Certified Public Accountants (AICPA); Sections 218.39, 218.415 and 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General; the provisions of the AICPA Audit and Accounting Guide - Audits of State and Local Governmental Units; Governmental Auditing

Standards issued by the U.S. Comptroller General, which pertain to financial and compliance audits, OMB's Circular A-133, Audits of State and Local Governments, and the Single Audit Act and Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As a result, the audit will include tests of the accounting records and such other audit procedures as the Auditor considers necessary to render an opinion on the fairness of the County's financial statements. It is not contemplated that a detailed examination of transactions will be made or that the examination will necessarily discover fraud, should any exist. The Auditor will promptly inform County management of any findings that appear unusual or abnormal. An essential feature of the audit is the review and evaluation of the system of internal control structure upon which the scope and extent of the audit test will be determined. Such audit procedures and tests will be those the auditor considers necessary in the circumstances.

The audits shall be performed under the "single audit concept" and shall include an unmodified opinion on the basic financial statements of the County's Comprehensive Annual Financial Report in compliance with Attachment B, attached hereto and incorporated herein by this reference. If unable to express an unmodified opinion or opinions, the Auditor shall state the reason for modification or disclaimer of opinion. The Auditor's opinion on the combining and individual fund statements and schedules and schedule of expenditure of federal and state awards as applicable, will report whether these financial statements and/or schedules are stated fairly in all material respects in relation to the basic financial statements taken as a whole as set forth in GAAP. The GASB provides for certain required supplementary information (RSI) to accompany the basic financial statements. The RSI will be subjected to certain limited procedures but will not be audited. The County's Comprehensive Annual Financial Report (CAFR), which shall be a single report in accordance with the Rules of the Auditor General and Florida Statutes, shall include the Auditor's comments in a Management Letter as required by Chapter 10.550, Rules of the Auditor General.

4. Report Requirements. The CAFR drafted by the Auditor shall contain the basic financial statements and schedules, as applicable, and will comply with current CAFR and GAAP requirements.

5. Special Considerations in Connection with Scope of Services:

- a. The Auditor will draft the CAFR and Constitutional Officers' financial statements from information contained in computerized reports, generated by the County's financial system.
- b. The County may send its CAFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will be required to provide assistance to the County to meet the requirements of that program.
- c. The Auditor will prepare the following special reports:
  - 1) Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code.
  - 2) Data Collection Form submitted to the Federal Audit Clearinghouse (SF-SAC) as required by OMB Circular A-133.
  - 3) Prepare a report as required for the County Funded Court-Related Functions, Sections 29.008 and 29.0085, Florida Statutes (Article V report). This report shall be issued separately.
  - 4) The Auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters." Costs directly related to these issues are provided in Attachment A of this Agreement.

- 5) As required by Section 218.32(1) (a), Florida Statutes, the Auditor shall review the Annual Financial Report of Units of Local Governments filed with the Comptroller's Office.
  - 6) Prepare an examination report in accordance with AICPA Professional Standards, Section 601, on compliance with provisions of Florida Statutes, as required by Chapter 10.550, Rules of the Auditor General.
6. Working Paper Retention and Access to Working Papers. The Auditor will be required to make working papers available, upon request, to the following parties or their designee:
- a. Successor Auditor of Highlands County
    - 1) The Auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
    - 2) Costs related to responding to inquiries of successor auditors and review of working papers by third parties will be paid by the County and are provided in Attachment A of this Agreement.
  - b. U.S. General Accounting Office (GAO).
  - c. Parties designated by the federal or state governments or by the County as part of an audit quality review process.
  - d. Parties performing a quality review of the Auditor's records.
  - e. Auditors of entities of which the County is a sub-recipient of grant funds.
7. Time Requirements for Services. The County and the Auditor have the goal to accelerate the conclusion of the audit process each year, therefore, dates established at the audit conference referred to in a. of this Section will reflect those goals. In addition, the following dates and/or deadlines are hereby established:
- a. For each year that an executed audit contract is in place, there shall be a pre-audit conference on or before June 15 of each year, and an audit calendar shall be established at that conference;
  - b. The Auditor will deliver draft financial statements to Board Management, the Finance Officer, and Constitutional Officers no later than February 20 of each year;
  - c. All financial statements, including the county-wide statement, will be delivered by March 15<sup>th</sup> of each year;
  - d. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must present the financial statements at a public meeting no later than the first Board of County Commissioners' meeting in April;
  - e. The books and records of the Board of County Commissioners will be ready for audit on or before November 30 of each year. For each day after November 30 that the County fails to close the books or deliver the information to the Auditor, one day will be added to each of the dates listed in b. and c. of this Section;
  - f. The Auditor shall complete its review of the State of Florida Annual Local Government Financial Report (or any such successor report required by the State of Florida) within two (2) working days of receipt of the above named report from the County.
8. Assistance to be Provided to the Auditor and Report Preparation. The County shall provide reasonable staff assistance to the Auditor to timely complete the audit.
9. Auditor Independence. The Auditor affirms that it is independent of the County as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards". The Auditor shall give the County written notice of any professional relationships involving the County or any of its agencies entered into during the period of this Agreement which impair independence.
10. Licensed Practice in Florida. An affirmative statement shall be given to the County

certifying that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.

11. Equal Opportunity Policies and Practices. The Auditor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, religion, age, sex, disability, marital status, public assistance, ex-offender status or national origin and also that it agrees to take affirmative action to recruit minorities and women into employment.

12. Compensation. For all services actually, timely and faithfully rendered, the County shall pay the Auditor a fixed fee of \$\_\_\_\_\_ for audit services for fiscal year ending September 30, 2021. For the fiscal years ending on September 30 thereafter, the fee shall be \$\_\_\_\_\_ for 2022 and \$\_\_\_\_\_ for 2023 and \$\_\_\_\_\_ for 2024. Changes to or amendments of the fees as stated in this Section may be permitted as follows:

a. In the event of new accounting or auditing pronouncements, additional requirements of the Auditor General of the State of Florida, new Single Auditing requirements, additional regulatory requirements, addition of new funds, or other circumstances that arise making it necessary for the Auditor to do substantive additional work, the Auditor shall immediately notify, in writing, the County Administrator, the Contract Manager, the Senior Director of Business Services, and the Clerk of Courts of such circumstances. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to this Agreement setting forth a maximum number of hours for such additional work at the rates provided in Attachment A of this Agreement;

b. In the event that the County desires to prepare the CAFR in final form, the fees stated in this Section will be reduced by \$10,000.

13. Audit or Project Team. The Auditor shall assign members of its staff as the Auditor's Audit Team, as contained in the "Resumes" section of the Auditor's Proposal for Independent Auditing Services, incorporated herein by this reference in its entirety. If any member of the Auditor's Audit Team is removed from providing Services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any member of the Auditor's Audit Team terminates employment with the Auditor, then the Auditor shall replace its Audit Team member with a person of comparable experience and expertise and will inform the County of the change to the Auditor's Audit Team. Replacement members of the Auditor's Audit Team are subject to the approval of the Contract Manager.

14. Manner of Payment. The County shall make progress payments and the final payment to the Auditor in the following installments:

| <u>Month Billed</u> | <u>Percentage of Total Contract</u> |
|---------------------|-------------------------------------|
| July                | 15%                                 |
| November            | 15%                                 |
| December            | 20%                                 |
| January             | 25%                                 |
| February            | 15%                                 |
| Final               | 10%                                 |
| Total               | 100%                                |

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. Invoices for payments shall be submitted to:

Highlands County Board of County Commissioners  
C/o Clerk of Courts  
590 South Commerce Avenue  
Sebring, FL 33870-3867

15. Contract Manager. The County hereby designates the following person as the County's Contract Manager for this Agreement. The Contract Manager shall be responsible to administer, coordinate and otherwise manage the provisions set forth in this Agreement:

County Administrator  
600 South Commerce Avenue  
Sebring, FL 33870

16. County Approval/Auditor Responsibility. Neither review, approval or acceptance by the County of data, studies, calculations, audits, reports, memoranda, other documents and instruments and incidental professional services and work furnished hereunder by the Auditor shall in any way relieve the Auditor of responsibility for the adequacy, completeness and accuracy of its services or work. Neither the County's review, approval or acceptance of, or payment for, any of the Auditor's services or work shall be construed to operate as a waiver of any of the County's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

17. Termination. This Agreement shall continue and remain in full force and effect as to all its terms, conditions, and provisions, as set forth herein, until and unless the County shall give written notice to the Auditor of its desire to terminate this Agreement as provided in this paragraph. Should the Auditor default in any term or condition of this Agreement including the requirements established during the pre-audit conference between the County and the Auditor, and the default not be cured by Auditor within 20 days of written notice of such default, the Board of County Commissioners may terminate this Agreement for cause by giving thirty (30) days written notice to the Auditor of its intention to do so and specifying a time and date thereafter for the termination.

Either party may, prior to April 1 of any year, terminate this Agreement without cause by giving ninety (90) days written notice to the other party of its intention to do so and specifying a time and date thereafter for the termination. In the event of any such termination, the Auditor shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, until the specified date of termination, the Auditor shall be paid only for such services as are specifically authorized in writing by the County.

18. Indemnification and Insurance.

- a. The Auditor shall indemnify and save harmless and defend the County, Special Districts, and Constitutional Officers from all suits or actions of every name and description brought against the County, Special Districts, or any of the Constitutional Officers based on personal injury, bodily injury (including death), or property damage (including destruction) received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the

Auditor in providing the professional services called for herein. Without limiting its liability under this Agreement, the Auditor shall procure and maintain during the life of this Agreement professional liability errors and omission coverage, from a company acceptable to the Board of County Commissioners, in an annual aggregate of one million dollars. The Auditor will provide a Certificate of Insurance to the County.

- b. Successors and assigns. The County and the Auditor each bind the other and their

respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Auditor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the County, Special Districts, or Constitutional Officers, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County, Special Districts, Constitutional Officers or Auditor.

- c. Settlement of Claims. In any case where the Auditor deems that extra compensation is due it for services, materials, or damages not clearly covered in this Agreement, or not ordered in writing by the County as an extra, the Auditor shall notify the County in writing before it begins the work or incurs the cost on which it bases the claim and shall not perform the work or incur the cost without the written authorization of the Contract Manager. If such notification is not previously given and the work or cost authorized, in writing, by the Contract Manager, the Auditor hereby waives the claim for such extra compensation. However, such notice and accounting shall not in any way be construed as proving the validity of the claim. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Contract Manager and the Auditor. In the event that the parties cannot reach an agreement at this negotiation level, the dispute will be settled by an independent third-party agreed upon by the County and the Auditor or, if they do not agree, selected by the senior Circuit Judge for Highlands County, Florida.
- d. Amendments. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the scope of services, time of completion, and other material terms and conditions, may be changed only by written amendment to this Agreement signed by the parties.
- e. Independent Contractor. In the performance of this Agreement, the Auditor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the County, Special Districts, or Constitutional Officers. The Auditor shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Auditor in the full performance of this Agreement.

19. Liquidated Damages. It is mutually agreed between the parties hereto that time is of the essence in this Agreement and, in the event the work is not completed as stated in Section 7 a. e., "Time Requirements for Services," it is agreed that from the compensation otherwise to be paid to the Auditor the County may retain the sum of \$200.00 per working day thereafter, Sundays and holidays excluded, that the work remains uncompleted due to the fault of the Auditor. However, if the Auditor's failure to deliver the work by the specified date is a result of the failure of the County or the failure of any one or more of the Constitutional Officers, to close the books or deliver the information to the Auditor as set forth herein, then the commencement of such liquidated damages shall be delayed by the number of days of the delay in providing the information. This sum is not a penalty, but the reasonable estimate by the parties of the damages the County will sustain in the event of such default by the Auditor.

20. Work Area, Telephones and Photocopying. Highlands County will provide the Auditor with reasonable work space, desks, and chairs. The Auditor will also be provided with access to a computer terminal accessing the County's general ledger, internet access, one telephone line, and photocopying facilities. No long distance calls shall be charged to the County.

21. Report Preparation. The Auditor shall prepare and deliver a copy of the CAFR to the County in an electronic (i.e., PDF) format.

22. Employment Eligibility Verification.

22.1 Definitions. As used in this Section.

- (a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee
  - i. Normally performs support work, such as indirect or overhead functions; and
  - ii Does not perform any substantial duties applicable to the Agreement.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Auditor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

22.2 Enrollment and verification requirements.

- (a) Auditor must be enrolled in E-Verify at time of contract award, and the Auditor shall use E-Verify to initiate verification of employment eligibility of
  - i. All new employees.
    - (A) Enrolled thirty (30) calendar days or more. Auditor shall initiate verification of employment eligibility of all new hires of Auditor, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
    - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Auditor shall initiate verification of employment eligibility of all new hires of Auditor who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
  - ii. Employees assigned to this Agreement. For each employee assigned to this Agreement, Auditor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Agreement, whichever date is later.
- (b) Auditor shall comply, for the period of performance of this Agreement, with



the requirements of the E-Verify program MOU. Termination of Auditor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

22.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

22.4 Individuals previously verified. Auditor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Auditor through the E-Verify program.

22.5 Subcontracts. Auditor shall include, and shall require the inclusion of, the requirements of this Section, including this paragraph (22.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

## 23. INSURANCE.

23.1 Required Insurance. Contractor shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Contractor 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 Contract 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.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial 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.

(d) *Professional Limited Liability/Errors and Omissions Insurance*: The Contractor shall have and maintain professional liability insurance including errors and omissions 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 contract.

### 23.2 Additional Requirements.

(a) Certificates of Insurance 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 County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery 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.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance 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. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

23.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

### 24. Notices and designated contact person

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by

first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County  
Commissioners Capital Projects  
600 S.  
Commerce  
Ave. Sebring,  
FL 33870  
Attn:

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County:

The Contractor:

**25. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES**

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

**26. PUBLIC RECORDS COMPLIANCE**

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

26.1 Keep and maintain public records required by the County to perform the services.

26.2 Upon request from the County’s custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

26.3 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 term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.

26.4 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**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:**

Gloria Rybinski  
County Public Information  
Officer Telephone  
Number: 863-402-6836  
E-mail Address:  
[HCBCRecords@highlandsfl.gov](mailto:HCBCRecords@highlandsfl.gov) Mailing  
Address: 600 South Commerce Avenue  
Sebring, FL 33870

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: Its Board of County Commissioners

By \_\_\_\_\_  
William R. Handley, Chairman

[SEAL]  
ATTEST:

\_\_\_\_\_  
Robert W. Germaine, Clerk

[CORPORATE SEAL]

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

**-END OF SECTION-**

**SECTION XIX. COMPLIANCE REQUIREMENTS**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
RFP 20-038**

**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 HIGHLANDS 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 "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place.  
The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, 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: \_\_\_\_\_



A copy of the order of the Division of Administrative Hearings is attached to this statement.

***(Draw a line through paragraph 6 if paragraph 5 above applies.)***

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES,  
AND IS, UPON DELIVERY, A PUBLIC RECORD**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Sworn and subscribed before me in the State and County first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

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



**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES  
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS  
WITH PUBLIC ENTITIES**

**RFP 20-038**

**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 HIGHLANDS 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 "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder 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**

**RFP-20-038**

**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 HIGHLANDS 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 "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder 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: \_\_\_\_\_

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND  
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM  
RFP 20-038**

**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 HIGHLANDS 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 "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION 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 [ ].

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

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_