

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**ALLEGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



**MICHAEL J. CZYMBOR**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT.

**DONALD E. HOLMES**  
CITY ATTORNEY

*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

## **AGENDA CITY OF PALATKA AUDIT COMMITTEE**

July 2, 2014 at 3:00 p.m.

### **CALL TO ORDER:**

a. Roll Call

- 1. REVIEW FLORIDA STATUTE 218.391 REGARDING AUDITOR SELECTION PROCEDURES\***
- 2. APPROVE REQUEST FOR PROPOSALS FOR AUDIT SERVICES\***
- 3. OTHER BUSINESS**
- 4. ADJOURN**

\*Attachment

*Agenda*

*Item*

*1*

Select Year:  

## The 2013 Florida Statutes

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[Title XIV](#)  
TAXATION AND  
FINANCE

[Chapter 218](#)  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

[View Entire  
Chapter](#)

### 218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm

ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.

*Agenda*

*Item*

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REQUEST FOR PROPOSALS  
FOR AUDIT SERVICES

ISSUE DATE: July 7, 2014

DUE DATE: July 28, 2014

CITY OF PALATKA

REQUEST FOR PROPOSALS  
FOR AUDIT SERVICES

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## I. GENERAL INFORMATION

The Audit Committee of the City of Palatka, Florida is soliciting proposals from qualified firms of Independent Certified Public Accountants to audit the financial statements of the City for the period of three fiscal years commencing with the fiscal year ending September 30, 2014, with an option for two, one-year renewals. The audits are to be performed in accordance with generally accepted auditing standards, the provisions of the Federal Single Audit Act, the provisions of the Florida Single Audit Act, the State of Florida Rules of the Auditor General, and any other applicable rules or regulations.

The City's previous contract for audit services was with:

Carr, Riggs & Ingram, LLC  
906 South State Road 19  
Palatka, FL 32177  
(386) 325-4561

The prior ten years of Annual Financial Reports are available for viewing on the City of Palatka's web site at <http://www.palatka-fl.gov/228/Annual-Audited-Financial-Reports>

Proposed time line:

<i>Task</i>	<i>Date</i>
Release of RFP	<i>July 7, 2014</i>
Proposals Due @ 4:00pm	<i>July 28, 2014</i>
Proposal Evaluation	<i>TBD</i>
City Commission Award Date	<i>September 11, 2014</i>

## II. INSTRUCTIONS TO PROPOSERS

- A. Proposals are being accepted, until 4:00 p.m., July 28, 2014, by the Audit Committee of the City of Palatka to select a vendor for the above stated purpose.
- B. Proposals shall be submitted in sealed envelopes and clearly identified as **"PROPOSALS FOR AUDIT SERVICES."**
- C. In order to facilitate review of proposals, each Proposer must submit 6 signed, 1 digital and 1 original copy of the written proposal to the address listed below:

Audit Committee  
Attention: Matt Reynolds, Finance Director  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

- D. Questions concerning these specifications should be directed to:

Matt Reynolds, Finance Director  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177  
[mreynolds@palatka-fl.gov](mailto:mreynolds@palatka-fl.gov)

### III. SCOPE OF SERVICES

The City of Palatka desires the auditor to assist with the preparation of the financial statements, related notes, and RSI and to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. An opinion on the fair presentation of the combining and individual fund financial statements and government-wide and fund financial statements should also be expressed, based upon the auditing procedures applied in the audit of the basic financial statements.

The audit should be performed in accordance with auditing standards generally accepted in the United States of America, and the standards set forth by the Comptroller General of the United States applicable to financial audits, which is contained in Government Auditing Standards, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133 and the Single Audit Act of 1984 and amendments of 1996, as well as the Florida Single Audit Act, the rules of the Auditor General Chapter 10.550, and any other applicable laws or standards.

#### A. Reports to be Issued

1. A report on the fair presentation of the financial statements of the Town as a whole.
2. A report on compliance with applicable laws and regulations.
3. All applicable reports of State and Federal financial assistance in association with the Single Audit Act of 1984 and amendments of 1996 and the Florida Single Audit Act, as needed.
4. Management letters for the City Commissioners.
5. A report on internal control based on the auditor's understanding of the control structure and assessment of control risk.

#### B. Special Considerations

On occasion the auditor may be requested to issue a "consent and citation of expertise" and necessary "comfort letter" in connection with the issuance of debt securities. These services should be separate from the "Total Price".

#### C. Communications with the Finance Director

Auditors shall assure themselves that the City's Finance Director is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant audit adjustments.
3. Difficulties encountered in performing the audit.

#### D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years after release of the audit, unless the firm is notified, in

writing, by the City of Palatka 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 the City of Palatka.

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.

#### **IV. DESCRIPTION OF THE GOVERNMENT**

##### **A. Fiscal Year**

The City of Palatka's fiscal year begins October 1 and ends September 30. The funds and accounts of the City are maintained by the City's Finance Department.

##### **B. The City of Palatka Accounting Records**

The City's records include: the general fund, 3 special revenue funds (1 nonmajor), 4 enterprise funds, and 3 pension funds.

General Long Term Debt and a General Fixed Assets funds are maintained in the records for worksheet purposes. Total budgeted expenditures for the general fund of the City for fiscal year 2013/2014 are approximately \$9.9 million.

##### **C. Budgets**

Budgets are integrated with the financial records of the City and software has been implemented integrating the budget, general ledger, purchase orders, payroll, fixed assets, utility billing, cash receipts, accounts receivable, and accounts payable functions together in a single modular system.

#### **V. TIME REQUIREMENTS**

##### **A. Audit Plan**

An audit plan should be submitted to the City of Palatka Finance Department after the awarding of the contract. Each following year, this plan will need to be submitted prior to the beginning of interim audit procedures.

##### **B. Schedule for each Fiscal Year's Audit will be substantially as follows:**

- |                             |   |
|-----------------------------|---|
| By June 1st                 | - Entrance conferences with Finance personnel   |
| June of each year           | - Interim audit procedures  |
| September 30                | - Fiscal year end   |
| November 30                 | - Books will be closed and ready for audit first week of December   |
| During December             | - Field work  |
| End of December             | - Field work complete   |
| By January 15 <sup>th</sup> | - Meet with City Manager and Finance Director to present draft of management letter, internal control report and significant findings (This will be the exit conference unless significant changes occur subsequently.) |

- No later than February 1 - Final Financial Statements delivered to Finance
- Third Thursday in February - Present Financial Statement and any significant findings to City Commission for acceptance by City Commission at Regular City Commission Meeting

C. Purpose of Conferences

Entrance Conference - To discuss prior audit problems and the interim work to be performed. Establish overall liaison for the audit, make arrangements for work space and establish time requirements.

Exit Conference - Summarize the results of the fieldwork and to review significant findings.

Progress Conferences - These should be held informally on an as needed basis to inform the Finance Director of preliminary results that need immediate attention (or of a significant nature).

**VI. ASSISTANCE PROVIDED BY TOWN STAFF**

The Finance Department will prepare summary trial balances and provide other information, documentation and explanations, as needed. All information provided will be in the format maintained by the City Finance Department. Any additional or reformatted schedules will be the responsibility of the auditor.

The City will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided access to telephones, photocopying facilities, and FAX machines.

The auditor will be responsible for preparation of the completed Annual Financial Report and the printing and distribution of the report once delivered to the proper official.

**VII. PROPOSAL REQUIREMENTS**

All proposals submitted should be arranged in the following manner:

A. Title Page

Information should include the subject of the RFP, the firm's name, the name of a contact person along with an address and phone number, and the date of the proposal.

B. Table of Contents

C. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement of why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer to provide the services as outlined in the RFP.

D. Detailed Proposal

1. The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Palatka government in conformity with the requirements of the RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP's requirements.
2. The technical proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.
3. Independence

The firm should provide an affirmative statement that it is independent of the City of Palatka Government as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards (1988)."

The firm should also list and describe the firms' professional relationships involving City of Palatka Government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of palatka Government written notice of any professional relationships entered into during the period of this agreement.

4. License to Practice in Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.

5. Firm Qualifications and Experience

- a. The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- b. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable
- c. In accordance with number 12 below, the firm is also to provide a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

d. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the three (3) years with state regulatory bodies or professional organizations.

6. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partner, manager, other supervisors and specialists, and the auditor-in-charge of field work, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm should provide information on the government auditing experience of each person and the total number of CPE hours members of the firm have received regarding Governmental Accounting/Auditing.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement would 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. These personnel may also be changed for other reasons with the express prior written permission of the City of Palatka government. The qualifications of replacements will be furnished to the City prior to replacements being approved. The City of Palatka Government retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City of Palatka Government, which retains the right to reject or accept the replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Prior Engagements with City of Palatka

The firm should list separately all engagements within the last five years ranked on the basis of total staff hours, for the City of Palatka Government by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

8. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years

that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

9. Public Entity Crimes

Any firm submitting a proposal in response to this request for proposals must execute the enclosed form, SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space provided, and enclose it with the proposal.

10. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section III of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Palatka Government's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement, including time frames for each segment (keeping in mind the time schedule set forth in this RFP).
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size methodology and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- h. Approach to be taken to gain and document an understanding of City of Palatka's internal control.

11. Identification of Anticipated Potential Audit Problems

The proposal should 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 City of Palatka Government.

12. Peer Review

A copy of the firm's latest peer review must be provided in the proposal.

13. Compensation

The proposal should contain a total all-inclusive price for each year of the contract and proposed price increases for the possible extension periods.

Those rates should include the following:

a. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The selected firm will be required to provide a schedule of professional fees and expenses that supports the total proposed compensation.

b. Out-of-pocket Expenses Included in the Total Proposed Compensation and Reimbursement Rates

All estimated out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) to be reimbursed should be detailed. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. A statement should be provided stating that travel expenses, included in the all-inclusive price, are in accordance with Section 112.061, Florida Statutes.

The Fiscal Year 2013 Audit fee paid by Town of Melbourne Beach was \$69,500.

14. Proposer's Representation and Certification Form

Proposers are required to submit with their Proposal an executed Proposer's Representation and Certification Form. If this document is not submitted, the Proposal may be rejected. The signature must be made in BLUE ink to show that it is an original.

15. Hold Harmless Agreement

Proposers are required to submit with their proposal an executed Hold Harmless Agreement. If this document is not submitted, the Proposal may be rejected. The signature must be made in BLUE ink to show that it is an original.

**VIII. EVALUATION PROCEDURES**

All proposals will be reviewed by the Audit Committee using the criteria below. Firms that meet the mandatory criteria will have their proposals evaluated and scored for technical qualifications, location and previous City business. The following represent the principal selection criteria that will be considered during the evaluation process.

A. Mandatory Elements 0 points

1. The audit firm is independent and licensed to practice in Florida
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.

3. The firm has no conflict of interest with regard to any other work performed by the firm for City of Palatka.
4. The firm submits a copy of its most recent external quality control review report (peer review) and the firm has a record of quality audit work.
5. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

**Any proposal that does not contain the mandatory elements will be rejected.**

B. Technical Qualifications

1. Ability of personnel 25 points

The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

2. Experience 25 points

The firm's (and specifically the local office's) past experience and performance on comparable government engagements; experience performing single audits of federal financial assistance and audits under the Florida Single Audit Act

3. Ability to furnish required services 25 points

Adequacy of proposed staffing plan for various segments of the engagement; general approach to the audit; adequacy of sampling techniques; adequacy of analytical procedures

4. Total compensation proposed 25 points

The proposed cost of services should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price is to contain all direct and indirect costs including all out-of-pocket expenses. Prices should be determined for each year of the contract and proposed price increases for the possible extension periods.

Total available 100 points

Should there be a tie between any Proposers; the Proposer with the highest average score for the evaluation criteria titled "Ability of personnel" shall be ranked higher.

C. Oral Presentations

The Audit Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions regarding their proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The Audit Committee will present the top three ranked firms to the City Commissioners for a final decision.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Palatka and the firm selected. The City of Palatka reserves the right without prejudice to reject any or all proposals.

F. Rights of the City

The City reserves the right to debar or suspend, for not longer than three (3) years, a Proposer from any solicitation process should it be discovered that the Proposer was (1) in violation of any of the issues listed in the section titled "Proposer's Representation And Authorization" of this Request for Proposal, or (2) the Proposer has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with the City; provided such failure was not caused by acts beyond the control of the Proposer, or (3) any other cause that has been found to be so serious and compelling as to affect responsibility of the Proposer, including debarment or suspension by another governmental entity. The City will not exercise this right until after written notice has been given to the Proposer and reasonable opportunity has been given for the Proposer to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or the Proposer commences an action in court, or the Proposer administratively appeals the decision.

G. Proposal Evaluation and Award

The City reserves the right to (1) cancel this Request for Proposal, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Services, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the City. The City reserves the right to re-advertise the Request for Proposal, when it is in the best interest of the City. The City also reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in its best interest to make an award to that Proposer, whether because the Proposal is non-responsive or Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by the City.

In evaluating Proposals, the City shall consider (1) the qualifications of Proposers, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Request for Proposal, (4) the qualifications and experience of the Proposer's proposed sub-contractors, (5) any additional terms and conditions, exceptions or variances stipulated by Proposer, and (6) operating costs, maintenance requirements, performance data, warranties and guarantees.

The City may conduct investigations, seek clarifications or request any information as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposer and their proposed sub-contractors. Failure to provide requested information may result in rejection of the Proposal.

H. Public Records Act

Proposers should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Twenty (20) days after the Proposal Opening date, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:30 AM to 5:00 PM) at 201 North 2nd Street, Palatka, FL 32177.

Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Proposals are to be made available by the City for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of the City. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, the City has the unilateral right to cancel the Award.

Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

#### I. Protests

Proposers wishing to file a formal protest concerning the selection, recommendation, or contract award under this Request for Proposal may do so by submitting the protest in writing. The written protest must indicate the Request for Proposal name and the reason for the protest. The written protest shall be mailed to: City of Palatka, Attention: Finance Director, 201 North 2nd Street, Palatka, FL 32177. Upon receipt, the Clerk will review the protest in conjunction with the City Manager and/or City Attorney's office.

No protest will be considered if it is not received by the Finance Director within 72 hours after the notification of the "Recommendation of Award" is issued to those Proposers who submitted Proposals.

Questions and/or interpretations concerning this Request for Proposal shall not constitute formal notice of a protest. It is the City's intent to ensure that the Proposal Documents are written to obtain the best value for the City and to ensure competitiveness, fairness, necessity and reasonableness in the Request for Proposal process.

Under no circumstances shall the City enact debarment or suspension against any protesting Proposer, regardless of the outcome of the protest.

### **IX. ADDITIONAL CONSIDERATIONS**

#### A. Rates for Additional Professional Services

If it should become necessary for the City of Palatka to request the auditor to render any additional services to either supplement the services requested in their Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Palatka and the firm. Any such additional work agreed to between the City of Palatka and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the negotiated contract.

B. Manner of Payment

Progress payments will be made on the basis of hours work completed during the course of the engagement and out-of-pocket expenses incurred. Billings must be presented in detailed format including hours anticipated, hours worked, rates, etc. Interim billings shall cover a period of not less than a calendar month. The final payment request will be paid pending delivery of the firm's final reports.

## MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER THE RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, THE RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

**If, upon Notice of Intent to Award, the Successful Proposer ("Contractor") does not currently have the policies and limits specified below, they shall have ten (10) calendar days to provide the City with certificate(s) of insurance evidencing that they have procured such and policies and limits.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The coverage's, limits or endorsements required herein protect the primary interests of the City, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

***The City of Palatka, its officials, employees and volunteers are to be covered as an additional insured with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.***

***Contractor's insurance coverage shall be primary*** insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

***Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka*** for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

### AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

***The City of Palatka, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.***

***Contractor's insurance coverage shall be primary*** insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

***Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka*** for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

***Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka*** for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any contractor/employer/owner who has exempt status as an individual, the City requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the contractor/employer/owner. The contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the City for provision of goods or Services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

### PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

**The contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka** for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

### OTHER INSURANCE PROVISIONS

- a) The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b) ***RFP for Audit Services shall be noted on the certificate.***
- c) The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.
- d) All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e) ***The Certificate Holder should read as follows: City of Palatka, 201 North 2nd Street, Palatka, FL 32177.***
- f) It is the Contractor's responsibility to insure that all sub-Contractors comply with these insurance requirements. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
- g) ***All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.***

**HOLD HARMLESS AGREEMENT**

As a part of the agreement with the City of Palatka and for the same consideration as provided for in the contract, the Contractor agrees to indemnify, hold harmless and defend the City of Palatka, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Palatka as a result of any action or failure to act on the part of the Contractor, its employees, sub-Contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

**Failure to submit this executed statement as part of the Proposer's Proposal may make their Proposal nonresponsive and not eligible for award consideration.**

Proposer's Name: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

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

Signature

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

Print Name

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

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**CORPORATE**

**SEAL**

# **PROPOSER'S REPRESENTATION AND CERTIFICATION FORM**

(Page 1)

NAME OF PROPOSER: \_\_\_\_\_

In submitting a Proposal, Proposer understands, represents, and certifies the following (**if the Proposer cannot so certify to any of following, the Proposer shall submit with its Proposal a written explanation of why it cannot do so**). If the City finds, before or after Award that Proposer was not truthful concerning any of the following, the City shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Proposer, if damages result to the City from such act, in any way what so ever.

**Lobbying:** In accordance with Title 49 CFR Part 20, Proposer certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation.

**Initial** \_\_\_\_\_

**Non-Segregated Facilities:** Proposer certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of the Equal Opportunity Clause of any awarded Contract. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking).

**Initial** \_\_\_\_\_

**Public Entity Crime:** Proposer certifies that they are not subject to Section 287.133(2)(a) which specifies that 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Initial** \_\_\_\_\_

**Discriminatory Vendor:** Proposer certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**Initial** \_\_\_\_\_

**Compliance with Laws:** Proposer affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive order 11738; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Title VI of the Civil Rights Act of 1968 (42 U.S.C. 3601); Florida Civil Rights Act of 1992; Americans with Disabilities Act of 1990 (42 U.S.C. 12102); Federal Fair Labor Standards Act (29 U.S.C. 201); Age Discrimination Act of 1975 (42 U.S.C. 6101).

**Initial** \_\_\_\_\_

# PROPOSER'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF PROPOSER: \_\_\_\_\_

**Drug Free Workplace:** Proposer certifies that they have a Drug-Free Workplace Program that is in accordance with the Drug-Free Workplace Act of 1988.

**Initial** \_\_\_\_\_

**Non-Collusion:** Proposer being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Proposer intends to do the work with his own bona fide employees or sub-contractors and will not provide a response for the benefit of another consultant. By signing below, Proposer is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Proposer certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

**Initial** \_\_\_\_\_

**Conflict of Interest:** Proposer certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure an Award of this Contract and that the Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from an Award or making of an Agreement. Furthermore, Proposer certifies that 1) they are submitting only one Proposal to this Invitation to Proposal and that they have no financial interest in other entities submitting Proposals to this Invitation to Proposal, 2) they, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for the Services covered under this Invitation to Proposal, 3) no member of the Proposer's ownership, management or staff has a vested interest in any aspect of or department of Town, 4) no member of the Proposer's ownership, management or staff is presently applying for employment with the City or actively seeking an elected position with Town, and 5) in the event that a conflict of interest is identified during the provision of Services under any Agreement with the City, Proposer will immediately notify the City of such in writing.

**Initial** \_\_\_\_\_

**Debarment:** Proposer certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency; and (2) have not, within a three-year period preceding this Invitation to Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and (4) have not within a three-year period preceding this Invitation to Proposal had one or more public transactions (Federal, State or local) terminated for cause or default, and (5) will submit a revised Debarment Certification immediately if their status changes and will provide an explanation for the change in status. If Proposer cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

**Initial** \_\_\_\_\_

**Convictions:** Proposer has fully informed Town of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

**Initial** \_\_\_\_\_

# PROPOSER'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

**Prohibited Interests:** Proposer, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Proposer or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

**Initial** \_\_\_\_\_

**Equal Employment Opportunity:** Proposer shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

**Initial** \_\_\_\_\_

Proposer certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity, as noted on pages one through two.

**Failure to submit this executed statement as part of the Proposer's Proposal may make their Proposal nonresponsive and not eligible for award consideration.**

Proposer's Name: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

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

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

Title: \_\_\_\_\_  
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**CORPORATE**

**SEAL**

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

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

1. This sworn statement is submitted to the CITY OF PALATKA, FLORIDA

By: \_\_\_\_\_  
(print individual's name and title)

For: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_

OR \_\_\_\_\_ Name of Notary

Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_