



THE COLLEGE OF THE FLORIDA KEYS

**Request for Proposal
For
Professional Audit Services
RFP 2023-05**

RFP Due Date—November 13, 2023 - 3:00PM

RFP Opening—November 14, 2023 - 1:00PM

The College of the Florida Keys Request for Proposals
RFP 2023-05
Professional Audit Services

To: Potential Participants

The College of the Florida Keys (hereinafter referred to as “*College*”) is soliciting responses to a Request for Proposals for Professional Audit Services. The College is interested in entering into a contract with a qualified Audit Service Firm. The specified services are further described in the scope of work.

Carefully review this Request for Proposal as it provides specific information necessary to aid participating firms in formulating a thorough proposal. **Should you elect to participate, complete an original and the required copies of the requested information and return submittals in a sealed box/envelope. The Statement of Proposal, consisting of one (1) original (ink-signature) and five (5) copies as well as one (1) digital copy on a USB flash media in PDF format will be accepted until 3:00 p.m. EDT on November 13, 2023, at the office of Lucas Torres-Bull, Manager of Purchasing, The College of the Florida Keys, Administration Building, Room A128, 5901 College Road, Key West, Florida 33040. Submissions must be clearly marked with the name of the firm and RFP 2023-05 Professional Audit Services. Late or incomplete responses will not be accepted.**

A public opening of submittals for RFP #2023-05 will take place on November 14, 2023, at 1:00 p.m. EDT in Room A105 of the Key West Campus Administration Building. For more information refer to “Additional Information and Instructions” below.

Auditor’s are fully responsible for obtaining the complete solicitation, addenda (if applicable), notices of public meetings, and other information by visiting the College’s website:

<https://www.cfk.edu/community-resources/bids-solicitations/>
and
<https://www.demandstar.com>

Official notice of final selection results will be by electronic posting at the above referenced sites. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. shall constitute a waiver of proceedings under Chapter 120, F.S. The College of the Florida Keys reserves the right to waive any informality in the selection process when such waiver is in the best interest of the College and to reject any or all Request for Proposals.

The name of the Auditor and other information may be disclosed at a public proposal opening. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful Auditor shall understand that portions (potentially all) of their submittal (including any final contracts) will become public record after its acceptance by the District Board of Trustees of The College of the Florida Keys.

If you have any questions regarding this RFP, email Lucas Torres-Bull at purchasing@cfk.edu. Questions will be accepted until 3:00 p.m. EDT November 02, 2023. Should you require a fully accessible version of this document either call or email Lucas Torres-Bull at (305)809-3268, purchasing@cfk.edu.

I. Introduction And General Information

The College of the Florida Keys (hereinafter referred to as “College”) is a 501(C)(1), Corporations Organized Under Act of Congress. Included in its operations is a public charter school, The College of the Florida Keys Academy (hereinafter referred to as “Academy”), authorized by the Monroe County School District. The College is requesting proposals for an independent Certified Public Accounting (CPA) firm (hereinafter referred to as “Auditor”) to conduct an annual financial audit of Academy operations in accordance with Florida Statutes 1002.33(9) and 218.391. The term of the agreement will be one year to audit the financial statements for fiscal period ending June 30, 2024, with automatic renewal options for up to four (4) years.

A. Information and Clarification

All requests for information or clarification regarding this proposal should be addressed to Lucas Torres-Bull.

B. Presentation Costs

The College shall not be liable for any costs, fees, or expenses incurred by any Auditor in responding to the Request for Proposal or any subsequent inquiries or presentation relating to a proposal.

C. AUDIT AND PUBLIC RECORD:

Upon award or thirty (30) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Auditor’s must invoke the exemptions to disclosure provided by law in the response to the proposal and must identify the data or other materials to be protected and must state reasons why such exclusion from public disclosure is necessary. Auditors are hereby notified that any part of the material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

D. CONFLICT OF INTEREST

All Auditor must disclose with their proposal the name of any officer, director, or agent who is also an employee of The College of the Florida Keys. Further, all Auditor’s must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Auditor’s firm or any of its subsidiaries. Should the awarded Auditor permanently or temporarily hire any College employee who is, or has been, directly involved with the Auditor prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College.

E. INDEMNIFICATION

The provisions of Florida Statute 768.28 applicable to the College, apply in full to the resulting agreement. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of their office or employment are subject to the limitations specified in this statute. No officer, employee, or agent of the College acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act. The College shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the Auditor shall defend, indemnify, and hold harmless, the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Auditor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

F. SEVERABILITY

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

G. EQUAL OPPORTUNITY & DRUG/ALCOHOL FREE WORKPLACE

The College adheres to the nondiscrimination clause contained in Section 202, Executive Order 11243, as amended by Executive Order 11375, relative to Equal Employment Opportunity. The College conforms to both the spirit and letter of the law for all persons without regard to race, color, national origin, ethnicity, age, sex (including sexual orientation and gender identity), marital status, military status, protected veteran status, genetic information, religion, pregnancy, or disability in its programs, activities, or employment practices. By submitting a proposal, the Auditor certifies that they are in compliance with nondiscrimination laws.

The College believes in a drug free workplace and is committed through in-house policies to this objective. The Drug Free Workplace Disclosure Form shall be completed and submitted as part of the proposal response (Drug Free Workplace Form).

H. AMERICANS WITH DISABILITY ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 and 2020

Auditor's may contact Lucas Torres-Bull, Manager of Purchasing (305) 809-3268, or at lucas.torresbull@cfk.edu, if special accommodations are required.

I. RFP DELAYS

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website at <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>; it is the sole responsibility of interested Auditor's to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential Auditor and not the responsibility of the College.

J. ACCEPTANCE/REJECTION

The College reserves the right to reject all proposals, to waive any formalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to the Auditor who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any Auditor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in their opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of the Auditor, in order to make a determination as to the foregoing.

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted. Any or all proposals will be rejected if there is reason to believe that collusion exists between Auditors. Proposals in which the prices are unbalanced may be subject to rejection.

K. ERRORS AND OMISSIONS

The Auditor is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. If the Auditor suspects any error, omission, or discrepancy in the specifications or instructions, the Auditor shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The Auditor is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. Any Auditor, which submits in its proposal to the College any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

L. PROPOSAL WITHDRAWN

Auditor may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Auditor may not withdraw their proposals in person or by phone. Once opened, proposals become the property of the College and will not be returned to the Auditor.

M. PROPOSAL COST

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. All proposals and visits to the College must be at the sole expense of the Auditor, whether or not any contract is signed as a result of this Request for Proposal.

N. OPENING AND EVALUATION

Proposals shall be publicly opened on the date and time specified herein unless changed by addendum. A proposal may not be altered after the opening of the proposals.

O. TERMINATION/CANCELLATION

The College reserves the right to not renew the contract by providing a sixty (60) calendar day written notice prior to renewal date to the Auditor. If the contract is cancelled, the College may elect to award the contract to the next ranked provider or reissue the proposal, whichever is in the best interest of the College.

If the Auditor is not performing within the terms and conditions set forth by The College of the Florida Keys, the Executive Vice President and Chief Financial Officer will notify the Auditor that the contract will be terminated within thirty (30) days for cause from the date of the notification letter.

The contract may be cancelled in whole or in part by either party by giving sixty (60) days prior notice in writing to the other party. Any such notice or demand hereunder by either party to the other shall be affected by registered or certified mail, return receipt requested and shall be deemed communicated forty-eight (48) hours after mailing. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

P. Employment of Unauthorized Aliens

By entering into a contract with the College, the Auditor is obligated to comply with the provisions of Section 448.095, Florida Statute., "Employment Eligibility." Compliance with Section 448.095, Florida Statute., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Auditor will provide appropriate evidence, upon request, of enrollment to the College and the Auditor will maintain a copy of such subcontractor affidavits for the duration of its Purchase Order (PO) with the College. The Auditor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Florida Statute. The College may unilaterally cancel the PO if the College has a good faith belief that the Auditor is not in compliance with Section 448.095, Florida Statute. This termination is not a breach of contract and may not be considered as such. The Auditor will be liable for any additional costs or expenses incurred by the College because of such termination of a PO.

II. Nature of Services Required

A. Scope of Work to Be Performed

The College desires the Certified Public Accounting firm to provide auditing services to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America and the financial reporting requirement of Governmental Accounting Standards Statement No. 34.

B. Auditing Standards to Be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with

- Generally Accepted Auditing Standards as set forth by the American Institute of Certified, Public Accountants.

- Generally Accepted Government Auditing Standards as promulgated by the General Accounting Office.
- The requirements established by the Auditor General of the State of Florida.
- Other applicable federal, state, and local laws or regulations.

C. Form 990

The Academy operates under the College's Federal Employer Identification Number (FEIN). The College is exempt from completing all federal income tax forms. Internal Revenue Service Form 990, Return of Organization Exempt from Income Tax, will not be required as part of the services.

D. Reports to Be Issued

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

- A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the United States.
- A report on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
- A report on compliance with applicable laws and regulations.

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

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance. The Auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the College and the District Board of Trustees of The College of the Florida Keys.

III. Description of The College and Academy

A. Name and Telephone Number of Contact Persons

The Auditor's primary contact with the College will be Lucas Torres-Bull.

B. Background Information

Per the Internal Revenue Service (IRS) on May 29, 1968, The College of the Florida Keys is designated as a 501(C)(1), Corporations Organized Under Act of Congress. The College has been organized under the Florida Statute authority F.S. 1001.60, Florida College System and F.S. 1000.21 Systemwide Definitions subpart (3)(H), Florida College System Institution.

A charter school agreement was implemented by the College, on behalf of the Academy, with the Monroe County School District, Florida pursuant to Florida Statute authority 1002.33, to grant to a not-for-profit organization a charter to operate a charter high school, 9-12 grades, within the Monroe County, Florida school district. The term of the charter is for five (5) years from July 1, 2023 through June 30, 2028 with an automatic month-to-month renewal until confirmation of renewal or nonrenewal is established.

The Academy is a program within the College's academic offerings. The governing board of the Academy is The District Board of Trustees of The College of the Florida Keys. The Academy includes approximately ten (10) employees specific to the program which are listed below. All other functions are absorbed by the appropriate department of the College (e.g., Human Resources and the Accounting Department).

1. Principal
2. Assistant Principal
3. Four (4) Teachers
4. School Counselor
5. Office Manager
6. Food Services Coordinator
7. Safety Resource Officer

IV. Time Requirements

A. Time Schedule for Each Fiscal Year's Audit

The College and the Auditor will mutually agree on a timetable to be developed for the audit of each fiscal year. The schedule shall include dates for completing each of the following steps by the auditors no later than the agreed upon date for each year of the audit. Each of the following shall be completed by the Auditor no later than the dates indicated.

1. Audit Plans:

The Auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the College by June 30, of each year.

2. Fieldwork:

The Auditor shall complete all fieldwork by August 20, of each year.

3. Issuance of Reports and Financial Statement Attestation:

The Auditor shall have ready for publication all reports denoted in Section II.D. of this Request for Proposal by September 20, of each year (this is the due date provided by the charter agreement).

VI. Proposal Requirements

A. Submission of Proposals

To be considered, the proposal must be received by the College by 3:00 p.m. EDT on November 13, 2023. The proposal shall be signed by a representative who is authorized to contractually bind the Auditor. Any questions by prospective Auditor's concerning this RFP shall be addressed in an email to the College's contact person, Lucas Torres-Bull, as soon as possible. No verbal communications shall be binding.

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Auditor's capabilities to satisfy the requirements of the Request for Proposal. The emphasis in each proposal must be on completeness and clarity of content.

B. Proposal Format

The following material should be submitted for a proposing firm to be considered:

1. Title Page:

Title page showing the Request for Proposals subject; the Auditor's (firm) name; the name, address and telephone number of the contact person, and the date of the proposal.

2. Table of Contents

3. Transmittal Letter:

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

4. Detailed Proposal:

The detailed proposal should follow the order set forth in Section VI.C. of this Request for Proposal.

C. Proposal

1. General Requirements

The purpose of the proposal is to determine the qualifications, competence, and capacity of the firms seeking to undertake an independent audit in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The 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 request for proposal requirements.

The proposal should address all the points outlined in the Request for Proposals. While additional data may be presented, the following subjects must be included.

2. License to Practice in Florida

An affirmative statement should be included, indicating that the Auditor and all assigned supervisory professional staff are properly licensed to practice in Florida and qualified to perform governmental audits.

3. Firm Qualifications and Experience

The Request for Proposal should state the size of the Auditor's governmental staff, the location of the office from which the work on this engagement is to be performed, and the number and level of the professional staff to be employed in this engagement on a full-time basis and the number and level of the staff to be employed on a part-time basis.

If the auditing firm is a joint venture or consortium, the qualifications of each Auditor comprising the joint venture or consortium should be separately identified, and the Auditor that is to serve as the principal auditor should be noted, if

applicable. In a joint Request for Proposal, the principal Auditor should complete and sign the Request for Proposal Signature Page, and the structure, duties and responsibilities of each Auditor should be clearly delineated.

Each Auditor is also required to submit a copy of the report on its most recent peer review, including the related letter of comments and the Auditor's response to the letter of comments. This should also include a statement whether that peer review included a review of specific local government engagements.

The Auditor 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 Auditor shall provide information on the circumstances and status of any disciplinary action taken or pending against the Auditor during the past three (3) years with state regulatory bodies or professional organizations. The Auditor shall provide an explanation of all pending, local office litigation as well as all litigation related to the firm's audits of State or Local Government entities.

4. Partner, Supervisory and Staff Qualifications and Experience

The Auditor should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Account in Florida. The Auditor also should provide information on the number of years performing government audits as well as the auditing experience of each person, including information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit.

The Auditor 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 Auditor also should indicate how the quality of staff over the term of the agreement will be assured.

5. Similar Engagements with Other Charter Schools

For the Auditor's office that will be assigned responsibility for the audit, provide a list of charter school audit engagements performed in the last two years and include the name and phone number of the customer point of contact for each audit engagement. It is preferred to include those engagements with a similar organizational structure as the College.

6. 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 II of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the Academy's budget and related materials, organization 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.
- B. Level of staff to be assigned to each proposed segment of the engagement.
- C. Type and extent of analytical procedures to be used in the engagement,
- D. Approach to be taken to gain and document an understanding of The College's internal control structure.
- E. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- F. Approach to be taken in drawing audit samples for purposes of testing.
- G. Identification of Anticipated Potential Audit Problems. The Request for 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 the staff of the College or their agents.

D. Price Proposal and Manner of Payment

1. Price Proposal

The price proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price proposal is to contain all direct and indirect costs including all out-of-pocket expense for the contract period and four (4) extension periods.

2. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement.

VII. Evaluation Procedures

A. Selection of Committee

All responsive proposals submitted in response to this Request for Proposal will be evaluated by a selection committee. Proposals will be evaluated using the information in accordance with Florida Statute 218.391 and shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such factors may be determined by the audit committee to be applicable to its requirements.

B. Evaluation Criteria

Explanation of Criteria	Possible Points
Understanding of task and proposed plan	+ 0 to 10
Experience & qualifications of firm <i>Experience with Charter School Name</i> <i>Charter Schools</i> <i>Experience with governmental entities</i>	+ 0 to 5 + 0 to 5
Experiences & qualifications of personnel <i>Audit Team</i> <i>Primary Contact</i> <i>Missing Resumes</i>	+0 to 20 +0 to 10 -5 each (-20 max)
Time Frames	+ 10 (if able to meet 10/12/23) - 20 (if not included) - 50 (if not able to meet 10/12/23)
References	+0 to 5 for each positive reference (max 20 points)
Costs	+ 20 for lowest rate +15 for second lowest rate +10 for third lowest rate +0 all others

**ATTACHMENT A
AFFIDAVIT FORM
NOTICE TO PROFESSIONAL CONSULTANTS**

**THE COLLEGE OF THE FLORIDA KEYS
RFP 2023-05
Professional Audit Services**

SUBMITTAL DUE DATE: November 13, 2023 / 3:00 PM EDT

I understand that the submittal is due no later than the due date and time as stated above, and that it is my responsibility for the submittal and all required documents to be received by The College of the Florida Keys prior to this date and time. I certify that this submittal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a submittal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this submittal for the proposer and that the proposer is in compliance with all requirements of the application, including but not limited to certification requirements. In submitting an application to The College of the Florida Keys, the Auditor offers and agrees that if the submittal is accepted, the Auditor will convey, sell, assign or transfer to The College of the Florida Keys all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by The College of the Florida Keys. At The College of the Florida Keys discretion, such assignment shall be made and become effective at the time The College of the Florida Keys tenders final payment to the Auditor.

Manual Authorized Signature: _____

Printed Authorized Name & Title: _____

Company Name: _____

Federal Employer ID #: (9
digits) _____

Address: _____

City, State, Zip: _____

Phone: _____ Toll Free # _____

Email Address: _____

Is your firm a Florida Certified Minority Business? _____ YES _____ NO

This boxed section to be filled out only if not responding. Return this page via email at

lucas.torresbull@cfk.edu.

Reason for NO RESPONSE:

**ATTACHMENT B
PUBLIC ENTITY CRIMES**

THE COLLEGE OF THE FLORIDA KEYS RFP 2023-05

Professional Audit Services

Any person submitting a bid or qualification in response to this proposal must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 2023, another completed form is not required for the remaining calendar year. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement) Whose business address is

and (if applicable) it's Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

1. 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 misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. 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 the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ 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 (ONE) 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.

Sworn to and subscribed before me this _____ day of __2023

Personally known

OR Produced identification _____ Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, sub firm, 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, for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted firm list.

**ATTACHMENT C
DISPUTES DISCLOSURE FORM**

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions, please provide a full explanation below the question.

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

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

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved? _____

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

Company Name

Date

Authorized Signature

Title

**ATTACHMENT D
DRUG FREE WORKPLACE**

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that _____ does:

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 proposed 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 proposal, 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, or any controlled substance law of the United States or any state 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm's Signature

Date

ATTACHMENT E
Company Identification

IDENTIFICATION Company Name:			Type of Service
Purchasing Address:	City:	State:	ZIP (9-digit):
Remit to Address:	City	State;	ZIP (9-digit):
Phone #:	Fax #:	web page address:	
Contact Person:	Title:		
Contact Person's Email Address:			
Address of Parent Company:	City:	State:	ZIP (9-digit):
Federal Employer Tax Identification No (9-digit) OR (FEIN):	Social Security Number (SSN):		
Are you a 1099 recipient?	If YES, under what name:		
OWNERSHIP Please check all applicable boxes Company is at least 51% owned, controlled, and actively managed by Minority Person(s) Woman/Women			
If minority owned, check applicable boxes: <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh) <input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications (Note: The College of the Florida Keys requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)			
SIZE INFORMATION Please check appropriate box (check one only). <input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Government Entity <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> Corporation			

ATTACHMENT F
Reference Form

Reference #1

Customer Name	
Customer Contact	
Contact Title	
Contact Phone Number	
What type of system or services was provided to this customer?	

Reference #2

Customer Name	
Customer Contact	
Contact Title	
Contact Phone Number	
What type of system or services was provided to this customer?	

Reference #3

Customer Name	
Customer Contact	
Contact Title	
Contact Phone Number	
What type of system or services was provided to this customer?	

Reference #4

Customer Name	
Customer Contact	
Contact Title	
Contact Phone Number	
What type of system or services was provided to this customer?	