

NOTICE

CEDAR KEY WATER AND SEWER DISTRICT REQUEST FOR PROPOSALS INDEPENDENT AUDIT SERVICES September 15, 2020

Public Notice is hereby given that the Cedar Key Water and Sewer District is requesting proposals from experienced and qualified Auditing Firms (Auditors) to provide Independent Audit Services to the District.

Copies of the RFP may be obtained by contacting John McPherson via e-mail at john@ckwater.org, or telephone at 352-543-5285.

Sealed Responses clearly labeled with the RFP title must be received by mail or hand delivery on or before November 2, 2020, no later than 4:00 p.m. EST, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal.

Respondents shall submit an original unbound package with 6 additional copies to John McPherson, General Manager, Cedar Key Water and Sewer District, P.O. Box 309, 510 3rd Street, Cedar Key FL 32625.

All questions relating to this Request for Proposals should be addressed to John McPherson, General Manager, Cedar Key Water and Sewer District. The District's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Cedar Key Water and Sewer District reserves the right at any time to modify, waive or otherwise vary the terms and conditions in the bid document, including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The District may take any other action that may be deemed in the best interest of the District to award in whole or in part to one or more Respondents, or take any other such actions that may be deemed to be in the best interest of the District.

Proposals received by the District pursuant to this RFP are exempt from the provisions of subsection (1) and s.24(a), Art. 1, of the State Constitution until such time as the District provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after the proposal opening, whichever is earlier. If you believe that your proposal, or any portion thereof, is exempt from disclosure under the public records law, state the grounds for your position in CAPITAL LETTERS on the cover sheet accompanying your proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the sealed proposal will be returned to you upon request.

**CEDAR KEY WATER AND SEWER DISTRICT
REQUEST FOR PROPOSALS
INDEPENDENT AUDIT SERVICES
September 15, 2020**

**SECTION 1
GENERAL TERMS AND CONDITIONS**

PURPOSE

The Cedar Key Water and Sewer District is requesting proposals from experienced and qualified Auditing Firms to establish a multi-year contract for provision of professional Financial Auditing Services, as required in F.S. 11.45, for the Fiscal Years ending September 30, 2020, 2021, and 2022, with the potential for two one-year extensions.

RFP DOCUMENTS

The RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted in the prescribed manner and on the required forms may be rejected. By submitting a Proposal, the Respondent agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Respondent.

QUESTIONS

All questions relating to this Request for Proposals should be addressed to John McPherson, General Manager, Cedar Key Water and Sewer District. The District's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The phone number is (352) 543-5285; the e-mail address is *john@ckwater.org*. All questions must be received by November 2, 2020. No person is authorized to give oral interpretations of, or make oral changes to the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. All interpretation of, or changes to, the RFP documents shall be made in a written addendum to the RFP document, and shall be furnished to all proposal holders.

ELIGIBILITY

To be eligible to respond to the RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services for at least two agencies similar to the Cedar Key Water and Sewer District.

ASSIGNMENT: NON-TRANSFERABILITY OF PROPOSAL

Proposals shall not be assigned or transferred. A Respondent who is, or may be, purchased by or merged with any other corporate entity during any state of the Proposal process, through to and including award of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The District Commission will determine whether a Proposal is to be disqualified in such instances.

NO CONTINGENT FEES

By submitting a proposal, the Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift of other consideration contingent upon or resulting from the award or making of this contract.

BACKGROUND

The Cedar Key Water and Sewer District (District) serves approximately 900 water and/or wastewater accounts. The District is a special district created by the Florida Legislature and is governed by a five-member elected governing board. The current operating budget is \$1,084,000 excluding grants.

The District is requesting proposals from qualified firms of Certified Public Accountants to audit its financial statements for a period of three years beginning with the fiscal year October 1, 2020, through September 30, 2022, with two one-year options to extend those services.

The audit shall be performed in accordance with the following:

- ▶ Government Auditing Standards issued by the Comptroller General of the United States
- ▶ Audits of State and Local Governmental Units – American Institute of Certified Public Accountants
- ▶ Single Audit Acts – Federal and Florida
- ▶ OMB Circular A-133 and other applicable OMB circulars
- ▶ Sections 11.45, 218.39 and 218.415 of the Florida Statutes
- ▶ Regulations of the State of Florida Department of Financial Services
- ▶ Rules of the Auditor General and other Florida agencies as relevant

TIMELINE

The anticipated schedule is as follows for this RFP:

- ▶ RFP available for distribution: September 15, 2020.
- ▶ Deadline for submittal of both technical and fee proposals by firms: November 2, 2020 at 4:00 p.m.
- ▶ Review by Audit Review Committee during week of November 2, 2020.
- ▶ Review and Award by District Governing Board on November 9, 2020.

Should the Governing Board desire to hear oral presentations firms will be notified prior to November 2, 2020.

RFP POSTPONEMENT, CANCELLATION, OR WAIVER OF IRREGULARITIES

The District reserves the right to reject any or all proposals, and to waive any technical defects in proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process.

WITHDRAWAL OR AMENDMENT OF PROPOSALS

A Proposal may be amended only by written notice prior to November 2, 2020. Amendments or withdrawals received after the proposal opening will not be effective, and the original proposal submitted will be considered.

BACKGROUND CHECK

As a part of the Proposal evaluation process, the District may conduct a background check of the Respondents, and the Respondent's submission of a proposal acknowledges this.

AWARD OF CONTRACT

Those persons negotiating on behalf of the District are without authority to bind the District and the District will only be bound by a proposal for the acquisition of such services that has been approved at a public meeting of the District Governing Board. The District Governing Board shall be responsible for the award of this contract. Pricing shall be utilized as one factor in the consideration of award, a firm's qualifications, background, references and prior experience being the primary ranking factors for consideration and final award.

MANNER OF PAYMENT

Payments will be made based upon a schedule of payments to be developed upon award of the contract. The District reserves the right to inspect records supporting the auditor's billings.

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The 1989 Florida Legislature enacted Section 287.132-133, Florida Statutes, which mandate that a vendor execute a sworn statement pertaining to "Public Entity Crimes" before an award may be made to the successful Respondent. This form is provided at Exhibit 1 hereto.

SECTION 2 SCOPE OF SERVICES

GENERALLY

The District requires an external auditor to express an opinion on the fair presentation of its basic financial statements in conformity with auditing standards generally accepted in the United States of America.

The District also requires the auditor to express an opinion on the fair presentation of supplemental information (including combining and individual fund financial statements and schedules) in relation to the basic financial statements taken as a whole.

Separate audit opinions shall be issued on separate financial statements for any grants expending more than \$750,000 in a single year. The Respondent shall show the fee for this service as a separate item in its fee proposal, since this service is not normally required of the District's auditor.

The auditor shall include as part of the cost of the normal audit services compliance with F.S. 218.415.

The auditor shall audit the general government financial statements as well as all other special fund and grant financial statements of the District.

The auditor shall also be required to work with the District's financial advisors and staff in preparing any other attest services at the discretion of the District governing board. Fees for such authorized additional work shall be negotiated at that time.

Additional Financial Services are provided to the District by Beauchamp and Edwards, CPA, under a contract that is separate from this contract for External Audit Services. However, the external auditor shall be required to work closely with the staff of Beauchamp and Edwards, CPA, as well as District staff when preparing the annual audit report.

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 financial statements in conformity with accounting principles generally accepted in the United States of America for both General Government and Utilities in a combined statement.
- ▶ A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- ▶ A "management letter" required by Section 11.45 (3)(a)4, Florida Statutes including a statement regarding the District's compliance with the requirements of F. S. 218.415.
- ▶ Any additional reports required by the District's grantors.
- ▶ Reports required by the Single Audit Act to include:
- ▶ An "in relation-to" report on the schedule of federal awards to and state financial assistance.
- ▶ A report on Compliance and on Internal Control over Compliance Applicable to each Major Federal Awards Program and State Financial Assistance Project in accordance with U. S. Office of Management and Budget Circular A-133 Compliance Supplement, and the requirements described in the State Projects Compliance Supplement.
- ▶ In the required report(s) on internal controls, the auditor shall communicate any significant deficiencies found during the audit. A significant deficiency shall be defined as a control deficiency or a combination of control deficiencies that adversely affects the organization's ability to initiate, authorize, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control.
- ▶ Significant deficiencies that are also material weaknesses shall be identified as such in the report.
- ▶ Other conditions discovered by the auditors shall be reported in the management letter required by Florida Statutes 11.45(3)(2)(4), and F.S. 218.415, which shall be referred to in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards. The report shall include all instances of noncompliance.

- ▶ The auditor shall complete and forward form SF-SAC, a Single Audit Requirement described in section 320 of OMB Circular A-133 to the District for filing with the Federal Audit Clearinghouse.
- ▶ Irregularities and Illegal Acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the District Clerk, District Commission, and District Attorney, as appropriate.

Use of the audited Financial Statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

SPECIAL CONSIDERATIONS

- ▶ The District shall require the audited Financial Statement to be issued in a timely fashion which is compliant with the State of Florida's deadline for submission of all audited financial statements. The District shall notify the auditor of the number of copies each year of the financial statement they shall require to be sent to each grant agency both state and federal. Also, the auditor shall be required to provide the Audit in PDF searchable format for submittal to the Auditor General's Office of the State of Florida.
- ▶ It is anticipated that the auditor may be required to provide assistance under this contract to meet the requirements of all newly issued GASB statements.

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it becomes necessary for the District to request the auditor to render any additional services as a result of significant changes in scope or other auditing services, such additional work shall be performed upon request of the District General Manager, and with approval of the District governing board, if required. Fees for any such additional work agreed to between the District and the auditor shall be negotiated.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for three years or longer if such longer retention period is required by any specific Federal or State law. The auditor will be required to make working papers available upon request, without charge to the following parties or their designees: District, Beauchamp and Edwards, a cognizant agency, parties designated by federal or state governments, or by auditors of entities or which the District is a grantee or sub-recipient grantee. In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the District Clerk, and the respective Financial Coordinator of the request as appropriate.

SECTION 4 PROPOSAL FORMAT

GENERALLY

Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the requested documents may be deemed non-responsive and may not be considered for contract award.

FORMAT AND CONTENTS OF PROPOSAL

1. Signed Cover Letter. A signed Cover Letter with Statement of Interest from Principal in the Firm must accompany all proposals.
2. Table of Contents. The table of contents shall outline in sequential order the major areas of the proposal, and all pages of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.
3. Technical Proposals. The technical proposal is a narrative which addresses the scope of the work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the Respondent deems relevant.
4. Price Proposal. The Price Proposal shall include the following:
 - ▶ Fee for year three audit services
 - ▶ Price for single audit
5. Qualifications. The response to the minimum qualification requirements contained herein is a list of minimum qualification requirements prescribed for the RFP. Respondents must provide documentation which demonstrates their ability to satisfy all of the minimum qualification's requirements. Firms which do not meet the minimum qualifications requirements or which fail to provide supporting documentation to support this fact shall not be considered for award.

QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

The Proposal should state the size of the firm, the size of its governmental audit staff, the location of the office from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this project on a full-time or part-time basis, and a delineation of the responsibilities. In addition, for each proposed member of the audit team, the Respondent must state that they meet Yellow Book requirements and disclose how many years of governmental auditing experience each has.

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 years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff during the past three years with state regulatory bodies or professional organizations.

The firm shall also describe any litigation or proceedings whereby, during the past two years, a court of any administrative agency has ruled against the firm in any manner relating to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with the Proposal will result in the rejection of the Proposal. If this is a joint venture, each firm involved must provide this information, not just the lead firm.

SCOPE

Proposal Response Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of the District in conformity with the requirements of this request for proposals. The technical proposal should demonstrate the qualifications of the firm and the particular staff to be assigned to this project and should address knowledge of GASB statements. It should also specify an audit approach that will meet the requirements of this request for proposals.

1. Firm Profile

Name of Business

Mailing Address, telephone/fax number, and e-mail address of primary contact for this project

Business hours

2. Independence

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

The firm should also list and describe the firms' professional relationships involving the District for the past five years, along 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 District written notice on any professional relationships entered into during the period of this engagement, which could pose a potential conflict of interest.

3. License to Practice in Florida

An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida. Copies of licenses shall be provided to the District upon execution of the contract at the time of final award, for all primary staff that shall be engaged to work on this project.

4. Firms Qualifications and Experience with Other Governmental Entities

Describe the range of services performed by the firm. Include a description of activities and contributions to the governmental accounting profession. Include any nationwide resources available to your firm.

For the firm's professional staff assigned to this audit, list and rank the five most relevant engagements performed in the last three years that are similar to the project described in the RFP.

Indicated five relevant client references for projects similar in scope and detail to this RFP, for projects within the past three years, and provide their contact information, phone number, name and principal client contact. The District reserves the right to contact any references given and any other clients during the evaluation process.

5. Partner, Supervisory and Staff Qualifications and Experience

The proposal shall identify the principal supervisory and management staff of the firm, including engagement partners, managers, other supervisors and Clerk, who will be assigned to the District audit. Please indicate whether each person is licensed to practice as a Certified Public Accountant in Florida. The proposal shall also include the information on the auditing experience of each person on the team in government and utility audits as well as data processing auditing experience and expertise. Information should include relevant continuing professional education for the past two years, memberships in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit. The Respondent should include as much information on the staff that shall be engaged in this project as possible regarding their number, education, experience, and years in the field. The proposal shall also include how over the term of the project this level of staff quality shall be maintained.

Partners and staff working on this project may be changed during the term of this agreement only with the expressed prior written consent of the District. The District retains the right to approve or reject any replacement staff they deem not up to the approved original standards of the professional team.

6. Conflict of Interest

The proposal must also disclose any potential conflicts of interest due to any other clients' contract or property interest or include a certification that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the District Attorney to determine its substance. If the conflict of interest is found to be substantive, the proposal will be rejected.

7. Specific Audit Approach

The proposal must set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required as described in this document. In developing the work plan, reference should be made to such sources of information as the District's budget and related materials. Respondents will be required to provide the following information on their audit approach:

- ▶ Proposed segmentation of the project
- ▶ Staffing assignments
- ▶ Extent of evaluation and use of electronic data processing software in the project
- ▶ Approach to be taken to gain and document an understanding of the District's internal control structure
- ▶ Approach to be taken in determining laws and regulations that be subject to audit test work
- ▶ Approach to be taken in drawing audit test samples for compliance
- ▶ Approach to be taken in reviewing financial statements

8. Proof of Professional Liability Insurance

Firms shall provide proof that they are in compliance with Rule 61H1-26.002, Florida Administrative Code, regarding Minimum Capitalization or Adequate Public Liability Insurance for Public Accounting Corporations.

9. External Quality Control Review

A copy of the firm's most recent external quality control review (peer review) should be submitted, along with a statement indicating whether quality reviews included a review of specific government projects. Also include information regarding AICPA practice section membership.

10. Drug Free Workplace

Each Firm must include a notarized statement regarding their Drug Free Workplace requirements. Copies of the firm’s policies regarding this matter should also be included in the packet.

12. Timing of Audit and Assistance Provided

The State of Florida requires that annual audits be provided to them no later than June 30th each year. Generally, external auditors will begin some interim work in the fall of each year and then return in November to begin completion of the process. All audits shall be completed and the opinion letter, management letter, and requested reports or corrections submitted to the District Manager no later than the end of February each year of the contract.

All required Finance, Billing and Management staff shall be available during the audit to assist the firm by providing information, documentation and explanations.

Proposal Pricing Sheet

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

Basic Financial Statement	2020	2021	2022
Total Audit Fee			
Single Audit Fee-If required			

Taxpayer Identification Number:

Company’s Name

Signature of Authorized Representative

Printed Name and Title of Signatory

SECTION 5 – EVALUATION AND SELECTION

As this is a multi-step evaluation process, the following is the outline of the selection and evaluation procedures.

Bids shall be received by staff, opened reviewed for correctness and completeness and then presented to the Audit Committee for review and recommendation to the governing board for final award and approval.

Firms shall be scored based on the information contained in the proposal ONLY.

Each Respondent shall be ranked according to the following:

1. **Technical Qualifications (0-30 Points)**
Assessment of the Respondent's ability based on experience and qualifications of key team members, the capability to meet time lines and record with regards to this type of work, i.e. client references.
2. **Written Proposal (0-30 Points)**
Assessment of the Respondent's understanding of the project and the District's needs.
3. **Price Proposal (0-30 Points)**
Respondent's proposed fee for services contemplated, which must contain all of the pricing information relative to this project as well as the additional pricing information on other services requested.
4. **Other Factors (0-30 Points)**
The District shall assess the quality of the proposal and the ability of the Respondent to fulfill the requirements of the RFP, the District shall take into consideration past history of the Respondent when working on other District projects, years of experience working for other similar clients, and DRUG FREE WORKPLACE participation and Disbarred Vendors Form.

The Audit Committee shall review the information provided in the response to this RFP and shall rank each proposal, based on the ranking criteria above. Each firm shall be ranked separately, with firms submitting a joint proposal ranked as if they were one firm. Selection shall be made by the Governing Board after consideration of the ranking by the Audit Committee and all scores. In the event of a tie score the Governing Board has final approval over the selection and its decision shall be deemed the tie breaker.

Firms may be requested during the final selection process to give an oral presentation to the Governing Board. This shall be done at the cost of the Respondent and no fee for this item shall be included in the Respondent's contract.

SECTION 6 – CONTRACT AWARD

GENERALLY

The selected firm's technical proposal shall be incorporated into the final contract for services between the District and the Respondent. Any and all items concerning payment must be included in each firm's technical proposal, and in the fee proposal, items not included as requiring additional payment shall be considered part of the firm's negotiated contract price for services, and shall not be considered at a later date.

INDEMNIFICATION

The Contractor shall agree to indemnify and save harmless the District, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or other, or because of or due to the mere existence of the Contract between the parties.

INSURANCE

The Contractor shall provide proof of insurance in an amount noted below:

- ▶ Workers Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- ▶ Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The District shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the District as additional insured.
- ▶ Automobile Insurance property damage in the amount of \$500,000 per occurrence (combined single limits for bodily injury and property damage).

The Contractor shall furnish the District copies of the certificate of insurance in a form acceptable to the District for all insurance required in the proposal. The Contractor must state that the District will be given 30 days written notice prior to cancellation or material change in coverage.

SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the District waives its sovereign immunity granted under Section 768.28 Florida Statutes.

TERM

The term of the contract shall commence upon final execution and will continue for a period of three years, with the option by the District upon satisfactory performance, to renew the contract for two additional one (1) year extensions, for a total term of five year (5).

TERMINATION

The contract will provide termination by either party without cause upon 120 days with prior written notice given to the other party. In the event of termination of the contract payment for services rendered will be paid up until the final effective day of the contract. Without early termination the contract shall end no more than five years from the original date of execution.

APPLICABLE LAW

The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida; venue in the courts of Levy County, Florida.

JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this Request for Proposal agree that any joint proposals submitted bind all firms participating in that joint proposal equally. Each shall adhere to the requirements of this bid, and each shall submit a copy of the forms required in the bid packet, including but not limited to the Public Entity Crimes Forms, Drug Free Workplace, Insurance, Licensing, etc.

SECTION 6 – EXHIBITS:

**EXHIBIT 1
RESPONDENT'S WARRANTY**

The undersigned person, by the undersigned's signature affixed hereon, warrants that:

- ▶ The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;
- ▶ The undersigned has carefully reviewed all the materials and data provided on the proposal on behalf of the insurer, and, after specific inquiry, believes all the material and data to be true and correct;
- ▶ The proposal offered by the insurer is in full compliance with the Minimum Qualifications of Respondent set for in Section II of this RFP.
- ▶ The Respondent authorizes the District, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect the Respondent offering this proposal.
- ▶ The undersigned has specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP, other than those deviations noted above.
- ▶ If this proposal is accepted, the contract will be issued as proposed.

Name of Firm

Signature of Authorized Representative & Date Signed

Printed Name of Authorized Representative and Title

e-mail address and phone # for Representative

EXHIBIT 2

CONFLICT OF INTEREST FORM

Please Initial Beside Each Appropriate Section

_____ I hereby certify that my firm does not have any known conflict of interest in relation to this RFP. There are no officers, directors, elected officials, agents or employees of the Cedar Key Water and Sewer District that own, directly or indirectly any interest in my firm, or any of its branches, or currently receives insurance services from said firm.

_____ I also certify that no officer, employee, elected officials, or their delegates who exercise any bid award authority in regards to this project; have any interest, either direct or indirect, in any sale or contract or subcontract, or the proceeds thereof during their tenure, or for a period of one year after award of contract.

DISCLOSURE OF CONFLICT:

_____ I disclose the following potential conflict of interest between my firm and the Cedar Key Water and Sewer District in regards to this RFP:

Responsible Party

Date

Printed Name and Title

EXHIBIT 3

PUBLIC ENTITY CRIMES

Pursuant to section 287.133 of the Florida State Statutes, I hereby certify that I have not been convicted of a public entity crime. I also certify that neither my name nor the name of my business appears on any convicted vendors list, nor does my business or I appear on any list of publicly disbarred vendors.

I also certify that I am not an affiliate of any person or business that has been convicted of a public entity crime; or business that appears on a list of publicly disbarred vendors.

Responsible Party

Date

Printed Name and Title

EXHIBIT 4

DRUG-FREE WORKPLACE FORM

The undersigned vendor for the Cedar Key Water and Sewer District in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

- (1) Publish a statement notifying its 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 the drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Responsible Party Date

Printed Name and Title

EXHIBIT 4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I The undersigned Respondent hereby acknowledge the receipt of the all addenda and have attached them to my proposal as required:

Authorized Representative

Note: Should NO Addenda be issued for this RFP, please put N/A in the signature line.