



ST. JOHNS RIVER
S T A T E C O L L E G E

Request for Proposal

RFP No: RFP-SJR-FNDN-11-2020
RFP Name: Foundation Audit Services
Proposals Due: December 7, 2020 @ 2:00pm

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1.0. INTRODUCTION

1.1. THE ST. JOHNS RIVER STATE COLLEGE FOUNDATION, INC. IS ACCEPTING SEALED PROPOSALS FOR THE FOLLOWING: AUDIT AND TAX SERVICES. The St. Johns River State College Foundation, Inc. (the Foundation) was founded in 1970. The Foundation is a not-for-profit 501(c)(3) corporation, incorporated under the provisions of Chapter 617, Florida Statutes, and approved by the Department of State. A direct-support organization as defined by Florida Statutes 1004.70, its purpose is to operate exclusively to receive, hold, invest and administer property and to make expenditures to, or for the benefit of, St. Johns River State College (the College).

1.2. In conjunction with this purpose, the Foundation supports and fosters the operations, programs and welfare of the College by furnishing financial, advisory and other support directed to aiding the College in serving its students, faculty and administration, and the best interests and welfare of the community of which it is a part. The Foundation is an organization which the District Board of Trustees of St. Johns River State College, after review, has certified to be operating in a manner consistent with the goals of the College and in the best interests of the state.

1.3. The Foundation has sole responsibility for the acts, debts, liabilities and obligations of the organization. The Foundation Board of Directors manages and conducts the property, business and affairs of the Foundation. The Directors are leaders from Clay, Putnam and St. Johns counties who represent the communities and volunteer their time to promote the vision, mission and goals of the Foundation.

2.0. GENERAL TERMS AND CONDITIONS

2.1. All Companies submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

2.2. RFP DATE AND TIME: All Proposals must be delivered to the Purchasing Office, located at 5001 St. Johns Ave, Palatka FL 32177 on or before the due date as listed below. Indicate the RFP number on the outside of your sealed proposal envelope to assist the College internally in identifying your proposal. To be responsive your proposal must be signed by an authorized employee/officer with the authority to bind a contract. Proposers shall deliver before 2:00 pm on Monday December 7, 2020 one (1) original hard copy, six (6)

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duplicate copies. Original proposal must be marked ORIGINAL and must have original signatures. All proposals must arrive and be date/time stamped by a Purchasing Department representative prior to the specified RFP due date/time. Proposals received after that time will not be accepted. Proposals cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that cause a proposal to arrive at the Business Office after the designated RFP due date/time.

PLACE FOR RECEIVING PROPOSALS

Proposals may be mailed or hand delivered to:

St. Johns River State College

c/o Purchasing Director

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC PROPOSAL OPENING: St. Johns River State College will conduct a Public proposal opening at 2:30pm on 12/7/2020 in the College's Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room #A-154. Sealed proposals or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents.

2.4. RFP AWARD PROCESS: The basis for award, if awarded, is to the lowest or best bid for basic services which meets or exceeds the specifications, and the College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The Colleges recommendation of award will be posted to www.SJRState.edu.

2.5. IDENTICAL OR TIED PROPOSALS: The decision for the award of tied proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Proposers, if still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program(s); if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veteran owned businesses certified by the State Department of Management Services so as to break a tie bid and award to a certified Service Disabled Veteran owned businesses when all other things are equal.

2.6. PROTEST OF INTENDED DECISION: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Keith Martin, Director of Purchasing and Auxiliary Services, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Keith Martin at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal

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written protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. **APPLICABLE LAW:** The Proposer shall comply with all federal, state, county and local laws, rules, ordinances and regulations applicable to the Proposer's response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the contract. This RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility. The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Putnam County, FL.

2.9. **ASSIGNMENT:** If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote on the majority of the outstanding voting stock of the Contractor after the date hereof shall constitute an assignment of this Contract for purposes of this Section, and then in its discretion, SJR State shall have the right to terminate the contract and shall specify the termination date in its written notice of termination. Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the College.

2.10. **AWARD:** As the best interest of St. Johns River State College may require, the right is reserved to reject any and all proposals, or any portion of proposals, to waive any informality in proposals received, or to accept any item or group of items unless qualified by the Proposer. The College reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the College. The College reserves the right to issue to proposers Request for Information (RFI's), to solicit best and final offers from all finalist firms and or to negotiate a satisfactory award of any portion(s) of this RFP with the top ranked firm. If this proposal requests prices for multiple items. The College reserves the right to award the proposal, by item, to the Proposer(s) which, in the sole discretion of the College, is the most responsive and responsible Proposer(s), price, qualifications and other factors considered for that item. The issuance of a purchase order constitutes a binding contract.

2.11. **BOND:** A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

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2.12. COMPLIANCE WITH SPECIFICATIONS: When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

2.13. CONFLICT OF INTEREST: Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Proposers must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

2.14. COOPERATIVE PURCHASE AGREEMENT: The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c) and with the consent and agreement of the successful Respondent(s)/Proposer(s), purchases may be made under this RFP by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFP solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Proposer(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this RFP and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

2.15. ELIGIBLE PROPOSERS: Eligible Proposers are defined as those Proposers who are not excluded from bidding according to the Federal Government's Excluded Parties List (www.epls.gov) or by Section 287.133, Florida Statute.

2.16. NO CONTACT PERIOD: From the time the public advertisement of this RFP takes place until the RFP is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the No Contact Period policy is grounds for disqualification from this RFP process and vendor will not receive further consideration in reference to this RFP. It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, providing commentary or engaging in any discussion regarding the selection by the use of social media. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer.

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2.17. PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of Services. If the College, in the College's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors at Property, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide qualified replacement. Contractor employees shall report to designated personnel upon arrival and departure from property in the performance of services. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

2.18. PROTEST OF RFP DOCUMENT: All firms are required to thoroughly review the RFP document within a reasonable time after receipt. Any concerns or comments relating to the RFP documents shall be brought to the attention of the College's Purchasing Department in writing promptly after receipt. Failure to file a formal written protest shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.19. PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by COLLEGE to perform the service.

(b) Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

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

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

MELISSA MILLER
5001 ST. JOHNS AVE
PALATKA, FL 32177
MELISSAMILLER@SJRSTATE.EDU
(386)312-4106

(f) THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT HE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

2.20. PUBLIC ENTITY CRIME: Contractor selection will be in accordance with the Public Entity Crimes statute, Florida Statute 287.133 which states 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 BID/RFP/RFQ 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in 287.017 for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. A completed Public Entity Crime Form must be returned in the RFP response.

2.21. RFP RESPONSE MATERIALS: Any material submitted in response to this RFP becomes the property of the College upon delivery to the Purchasing Department and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.22. SAFETY REQUIREMENTS: The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.23. SOVEREIGN IMMUNITY: The parties hereto acknowledge and agree that St. Johns River State College is a political subdivision of the State of Florida. As such, the College is entitled to sovereign immunity except to the extent of the waiver set forth in 768.28 F.S., the College's performance under any resulting agreement and any amendments thereto or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein.

2.24. TAXES: The College does not pay federal, excise or state sales taxes. The applicable tax exemption numbers are: Florida Sales Tax: 85-8013170533C-4; Federal Identification Number: 59-1033399

2.25. WITHDRAWAL OF PROPOSAL: Proposal may be withdrawn by written notice prior to RFP public opening.

3.0. CONTRACT TERM

3.1. If awarded, the successful Proposer will enter into a contract with the College based on the RFP specifications and the result of the RFP. The independent certified public accounting firm selected will be expected to provide auditing and tax service to the Foundation for the fiscal years ending March 31, 2021, 2022, and 2023. The contract, if awarded, may be cancelled without cause by SJR State College or Contractor with 60 days prior written notice to the other party.

4.0. SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this RFP and issuance of the contract. The College may change the dates of any events of this RFP and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this RFP which can be found at: www.SJRState.edu

Tentative Dates Scheduled

Issue RFP	Monday, November 2, 2020
Written questions due by 2:00 pm -submit via email keithmartin@sjrstate.edu	Monday, November 16, 2020
Proposals Due	Monday, December 7, 2020 @ 2:00 pm
Public Opening of Proposals	Monday, December 7, 2020 @ 2:30 pm
Evaluation Committee Review of Responsive Proposals	Monday, January 11, 2021 @ 1:30 pm
Interview of Shortlisted Proposers	Tuesday, January 19, 2021 @ 1:30 pm
Evaluation Committee Final Eval Meeting	Tuesday, January 19, 2021 @ 3:00pm
Intent to Award Recommendation Issued*	Tuesday, January 19, 2021
Protest Period	Wed-Fri, January 20-22, 2021
RFP Award Recommendation Issued to Trustees*	Wednesday, February 10, 2021

*The RFP Award is contingent upon acceptance and approval by the St. Johns River State College Foundation Board of Trustees. The recommendation of Award will be presented at the February board meeting held on

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Wednesday February 10, 2021 beginning at 4:00pm EST on the Palatka Campus, located at 5001 St. Johns Ave, Palatka FL 32177 in Valhalla Hall.

4.2. PUBLIC PROPOSAL OPENING: St. Johns River State College will conduct a Public proposal opening at 2:30pm on Monday, December 7, 2020. The meeting will be held on the Palatka Campus in the Board Room, Building A, Room A-154. The meeting is open to the public, Proposers are welcome to attend but will not have the opportunity to speak.

4.3. EVALUATION COMMITTEE REVIEW OF RESPONSIVE PROPOSALS/SHORT-LIST: If needed or desired, the college reserves the right to conduct an evaluation committee meeting on Monday, January 11, 2021, the purpose of this meeting is to create a 'short – list' of proposers which will be invited to participate in the interview and or demonstration process. The meeting will be held beginning at 1:30 PM EST. The meeting will be held on the Palatka Campus in the Board Room, Building A, Room A-154. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

4.4. PROPOSER DEMOS/INTERVIEWS: The college has the right to invite short-listed proposers for an interview and product demonstration. Short-listed proposers will be interviewed against the evaluation criteria outlined within the RFP. The purpose of the interview will be to obtain answers and information for the purpose of clarification. Interviews/demos will be limited to no longer than (20) twenty minutes per Short-listed proposer. The interviews/demos will be held on Tuesday, January 19, 2021. Demo's will take place on the Palatka Campus in Valhalla Hall, Building A Room A-152. These meetings are open to the public, only scheduled bidders are permitted to speak during their allotted time. A schedule will be posted on the RFP web page following the Evaluation Committee short-listing of vendors meeting held on January 11, 2021.

4.5. EVALUATION COMMITTEE FINAL REVIEW: The college will conduct a final evaluation committee meeting in an effort to select the vendor in which the committee intends to award the contract to on Tuesday, January 19, 2021. The meeting will begin at 3:00pm. The meeting will be held on the Palatka Campus in Valhalla Hall, Building A Room A-152. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

5.0. PROPOSAL INSTRUCTIONS

5.1. QUESTIONS: Questions concerning this Request for Proposal shall be directed to Keith Martin by email at keithmartin@sjrstate.edu.

5.2. MANDATORY REQUIREMENTS FOR RESPONSIVE PROPOSERS: This section of the RFP provides proposers with instructions concerning required information that must be submitted as part of their proposal. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

5.3. INSURANCE: The awarded contractor shall furnish a current Certificate of Insurance to the College's Purchasing Director prior to contract award/commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided

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30 days written notice if your policy lapses for any reason. This certificate must include the College RFP Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

The Contractor’s comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained within. It shall also name St Johns River State College as an additional insured for liability arising out of operations performed for St. Johns River State College. Such insurance shall be written by a company or companies approved to do business in the State of Florida and have a Best Rating of AA or better. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by St. Johns River State College, Attn: Ms. Melissa Miller, 5001 St. Johns Avenue, Palatka, Florida 32177-3897. The Contractor shall provide Certificate of Insurance reflecting coverage for Professional Law Enforcement Liability with SJR State named as additional insured: Limits: minimum of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate for Professional Law Enforcement Liability.

6.0. SPECIFICATIONS/REQUIREMENTS

6.1. QUALIFICATIONS: Eligible accounting firms shall have no obligations or interests that conflict with the best interests of St. Johns River State College. The firm shall have successfully complied and be currently in conformity with the membership requirements of the Private Companies Practice Section of the American

Institute of Certified Public Accountants quality control program (or comparable quality control program).

6.2. **ERRORS AND OMISSIONS:** Proposers are expected to comply with the true intent of these specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the Purchasing Director in writing who will issue written instructions to be followed. Proposers are responsible for the contents of their proposal and for satisfying the requirements set forth in the specifications.

6.3. **PROFESSIONAL QUALIFICATIONS:** Provide the following information as it relates to the proposed project team's qualifications and the project team's staffing:

6.3.1. Firm name and address

6.3.2. Name, title, email address, telephone/fax number of Principal to contact

6.3.3. Address of office to perform work

6.3.4. Brief resume of key persons, specialists and individual consultants anticipated for this project:

6.3.4.1. Name/title

6.3.4.2. Project assignment

6.3.4.3. Name of firm with which associated

6.3.4.4. Years of experience with current firm and years of experience with other firms

6.3.4.5. Years of experience of key personnel with non-profit auditing and tax services

6.3.4.6. Education (degree(s), specialization)

6.3.4.7. Active registrations (year first registered, discipline)

6.3.4.8. Indicate how the quality of staff over the term of the contract would be assured

6.3.4.9. Other experience and qualifications that may be relevant to the project

6.3.5. Describe the Proposer's range of activities performed by the local office such as auditing and review, accounting and compilation, payroll and tax, and/or management services

6.3.6. Provide the name of the external quality control review organization of which the Proposer is a member and the Proposer's length of membership; also, state the review organization's planned frequency of peer reviews

6.3.7. Submit 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 non-profit/government engagements

6.4. **PERSONNEL CAPABILITIES/REFERENCES:** Provide evidence of the firm's credentials from the State's Department of State and a listing of the firm's personnel to respond to and fulfill the needs of St. Johns River State College Foundation for the contracted services on an annual and/or "as needed" basis throughout the term of the contract. For the firm's office staff that will be assigned responsibility for the audit and tax

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services, list at least three (3) engagements performed in the last five (5) years that are similar to the engagement described in this RFP. 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.

6.5. **METHODOLOGY:** Provide a description outlining the services to be performed. Such description should at a minimum include:

6.5.1. Proposer's understanding of the service(s) to be provided;

6.5.2. Provide a definition of the term "generally accepted government auditing standards" with clear distinctions between these standards and "generally accepted auditing standards for nongovernmental engagements";

6.5.3. Proposed software applications to be utilized in the audit preparations;

6.5.4. Proposer's approach to an annual financial audit, including methodology, nature, timing and extent of audit procedures to be performed

6.5.5. Proposer shall estimate budgeted hours, time lines and sequence for audit procedures;

6.5.6. Include a proposed schedule for the audit containing the following milestones (a) interim work plan (b) detailed audit plan (c) fieldwork (d) draft reports;

6.5.7. Include in a work plan how the firm will achieve audit efficiency through risk-based auditing and through the application of technology to the engagement; discuss process by which the firm will communicate issues with College management and audit entities;

6.5.8. Describe the level of assistance that will be expected from the College or the Collegiate School entity;

6.5.9. Describe how Proposer meets the independence standards of Government Auditing Standards, United States General Accounting Office (GAO); including, but not limited to, direct and indirect financial interest, and the relationship of the proposed audit team to employees of the audit entity and any of the St. Johns River State College District Board of Trustees;

6.5.10. Project plan and any other pertinent information.

6.6. **PRICE PROPOSAL:** Price proposal submitted should contain all pricing information relative to performing the required services as described in this RFP. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. Submitted price proposal should include:

6.6.1. A not-to-exceed cost of services being offered for the audits and tax services of each fiscal year;

6.6.2. Number of hours estimated to complete the required services; hours should be broken down by partner, manager, supervisor, senior staff accountants, etc.; furnish standard billing rates for each of these classes;

6.6.3. Estimate of any other costs such as mileage, travel, clerical and/or secretarial time, etc;

6.6.4. College DSO entities will be billed actual hours if less than quoted in the "not-to-exceed" price proposal

6.6.5. Submit pricing as follows: Auditing and tax service for the fiscal years ending March 31, 2021, 2022, and 2023. NOTE: Compensation will not be the sole or predominant factor used to evaluate and award the proposal.

7.0. EVALUATION CRITERIA

7.1. The College has established an evaluation committee to select the respondent to be recommended to the Foundation Board for award of a contract in accordance with this RFP. Consideration will be given to, but not limited to, professional registrations, years of experience, experience with State of Florida Higher Education Facilities and other experience/qualifications that may be relevant to the proposed project. The review will consist of a point formula to score proposals. The evaluators can assign a maximum of one hundred (100) points for each respondent's written response. Based on the average calculated score, the respondent will be ranked highest to lowest with a 100 average score being the highest. It is the College's intent to recommend to its District Board of Trustees that College administration be authorized to negotiate a satisfactory contract with the top ranked proposer, as deemed in the College's best interest. If a satisfactory contract cannot be reached, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until satisfactory contract can be negotiated and entered into.

Evaluation Criteria

0-35 Points	Professional Qualifications
0-5 Points	Personnel Capabilities/References
0-40 Points	Methodology
0-15 Points	Price Proposal
0-5 Points	Required Documentation/Forms

7.2. Price proposal must be submitted sealed and clearly identified on the outside with RFP-SJR-FNDN-11-2020 and the name of the submitting firm. Price proposal must be submitted on the Proposal Submission Form and the form must be signed. Print price entries clearly. Illegible submissions will not be considered for award. The review committee will award the maximum points (15) to the proposer submitting the lowest price. The remaining proposers will be awarded points for the pricing criterion based on the following formula:

L (lowest price)

X M (maximum points allowed) = **P** (points awarded)

V (proposer price)

8.0. REQUIRED FORMS

8.1. PROPOSAL CHECKLIST

8.2. PROPOSAL COVER SHEET: Proposer must complete all information requested on this sheet. The Proposal Cover Sheet is to be the first page of the proposer's response.

8.3. PRICING PROPOSAL FORM: Price proposal submitted should contain all pricing information relative to performing the required services as described in this RFP. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

8.4. PROPOSAL DETAILS IN ACCORDANCE WITH PARAGRAPH 6.0. SPECIFICATIONS/REQUIREMENTS

8.5. VENDOR PROFILE

8.6. IRS FORM W-9

8.7. LICENSE: Provide a copy of all licenses required by the State of Florida to perform the duties required by the services to be provided with an affirmative statement indicating the accounting firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

8.8. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

8.9. ADDENDA ACKNOWLEDGEMENT FORM: If any addendums are issued, the proposer must acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as "none received".

8.10. PUBLIC ENTITY CRIMES FORM: Conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

8.11. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services,

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pursuant to Section 287.087, Florida Statutes, a proposal received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

8.12. INDEMNIFICATION AGREEMENT: The consultant, contractor, lessee, or vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from an against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the consultant, contractor, lessee, or vendor. For purposes hereof, claims / liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

8.13. REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the proposer not provided as part of the proposal. Please provide a minimum of three references and a maximum of five.

8.14. LEGAL ISSUES: The proposer must indicate if there are any suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response. Also indicate that the proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

St. Johns River State College

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8.15. ADDITIONAL INFORMATION OR SERVICES: In addition to the required information, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFP.

Proposal Forms to Follow this Page

PROPOSAL CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required one (1) original hard copy and six (6) duplicate copies of each of the following:

- Proposal Cover Sheet
- Pricing Proposal Form
- Proposal Details in Accordance with Paragraph 6.0. Specifications/Requirements
- License
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Addendum Acknowledgement
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional information – if applicable

PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Proposer by signing and submitting a proposal has "not" divulged to, discussed or compared his/her bid/proposal with any other Proposers and has not colluded with any other Proposers or parties to a bid/ proposal whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid/ proposal and the Proposer being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your proposal being deemed as "Non-Responsive".

LEGAL NAME OF PROPOSER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

PRICING PROPOSAL FORM

Contractor Name: _____

Authorizing Signature: _____

All companies certify by their signature that they have read and understand the conditions and specifications of the RFP and have included all required documents and that they have the authority, capacity and capability to perform according to the conditions and specifications of the RFP request.

Base Proposal:

Annual Lump Sum for basic services: \$ _____

Annual Lump Sum for basic services spelled out:

Please submit a separate itemized breakdown as described below:

Submitted price proposal should include:

- A. A not-to-exceed cost of services being offered for the audits and tax services of each fiscal year;
- B. Number of hours estimated to complete the required services; hours should be broken down by partner, manager, supervisor, senior staff accountants, etc.; furnish standard billing rates for each of these classes;
- C. Estimate of any other costs such as mileage, travel, clerical and/or secretarial time, etc;
- D. College DSO entities will be billed actual hours if less than quoted in the "not-to-exceed" price proposal

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
<p>It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.</p>			
Name of Person Completing Form:		Date:	

IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
The W-9 form is requested to be completed and returned with your RFP proposal submittal:

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small>		Social security number [] [] [] - [] [] [] - [] [] [] [] [] []
		or Employer identification number [] [] [] [] - [] [] [] [] [] [] [] [] [] [] [] []

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Acknowledgement of Addenda

Name of Proposer: _____

Acknowledgement of receipt of addenda:

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

Signature

Title

Printed Name

Date

St. Johns River State College

RFP No: RFP-SJR-FNDN-11-2020

RFP Name: Foundation Audit Services

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal number: RFP-SJR-FNDN-11-2020. This sworn statement is submitted to SJR STATE College.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) 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 thirty-six (36) months shall be considered an affiliate.
7. 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.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

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

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

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

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid/ proposal received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied Proposers/vendors have a Drug-Free Work Place Program, the award of an identical tie bid/ proposal shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

- 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4.) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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 work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

Hold Harmless and Indemnification Agreement

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

1. This agreement is submitted with Bid, Proposal or Contract No. RFP-SJR-FNDN-11-2020 is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Legal Issues

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date