



## **CITY OF VENICE, FLORIDA**

Finance Department  
401 W. Venice Avenue  
Venice, FL 34285

### **Request for Proposals**

**RFP Number 3124-21**

**Date of Issue: March 23, 2021**

**Submission Deadline: April 20, 2021**

Title and Purpose of RFP:

**PROFESSIONAL AUDIT SERVICES**

**CITY OF VENICE**  
**REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive sealed proposals from qualified proposers to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

**RFP NUMBER:** 3124-21

**RFP TITLE:** PROFESSIONAL AUDIT SERVICES

**PROJECT DESCRIPTION:** The Auditor Selection Committee of the City of Venice, Florida (the City) is requesting proposals from qualified firms of certified public accountants to conduct annual financial audits of the basic financial statements of the City of Venice, Florida for the fiscal years ending September 30, 2021, 2022, and 2023 and separate annual financial audits of the City's two single-employer, defined benefit pension trust funds.

**RFP DEADLINE DATE & TIME SUBMITTAL:** April 20, 2021, 2:00 P.M.

**PRE-PROPOSAL CONFERENCE:** **NO**

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City.

RFP documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick up RFP documents at the City of Venice, Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422, at no charge.

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the applicable requirements of the RFP. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver one (1) original, five (5) copies, and one (1) electronic version of the response package using the forms provided in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3124-21 PROFESSIONAL AUDIT SERVICES"**, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on April 20, 2021 or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. The final day that the City will accept questions will be April 13, 2021 by 2:00 P.M.

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a proposer with or without interviews, and may decide to select any of the proposers submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement, which is most advantageous, and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. In addition, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Peter A. Boers, Procurement Department

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## INTRODUCTION

In accordance with Sections 218.391, Florida Statutes, the Auditor Selection Committee of the City of Venice, Florida (the City) is requesting proposals from qualified firms of certified public accountants to conduct annual financial audits of the basic financial statements of the City of Venice, Florida for the fiscal years ending September 30, 2021, 2022, and 2023 and separate annual financial audits of the City's two single-employer, defined benefit pension trust funds (Municipal Firefighters Pension Trust Fund and Municipal Police Officers' Pension Trust Fund). The audit agreement will be subject to annual approval by the City with grounds for termination including poor performance, not adhering to time schedules, and excessive fee increases. Additionally, by mutual agreement and funding availability, the contract may be renewed for up to three (3) additional annual periods (2024, 2025, and 2026).

To be considered, one (1) original and five (5) copies of a proposal must be submitted in a sealed package clearly identified as "**SEALED PROPOSAL – RFP 3124-21 – PROFESSIONAL AUDIT SERVICES**" and mailed or hand delivered to:

Peter Boers  
Procurement Manager  
City of Venice  
Procurement- Finance  
Department, Room 204  
401 W. Venice Ave.  
Venice, Florida 34285

Proposals must be submitted before 2:00 p.m. on April 20, 2021. Any proposals received after this date and time will not be considered.

The sealed package must include a separate sealed envelope labeled, "**SEALED DOLLAR COST BID – RFP 3124-21 – PROFESSIONAL AUDIT SERVICES,**" and include information, as outlined in the "Sealed Dollar Cost Bid" section of this RFP.

## GENERAL PROVISIONS

### Receipt of Proposals

All responses must be presented in the same order as specified in this Request for Proposals (RFP). Supporting material may be provided; however, the City's decision will primarily be based upon a comparison of the information specifically requested. The City reserves the right to accept or reject any and/or all proposals and to waive any minor irregularities and technicalities.

### Tentative Audit Selection Timetable

March 23, 2021	RFP release date
April 13, 2021	RFP questions deadline (2:00 PM)
April 20, 2021	RFP response deadline (2:00 PM)
May 3, 2021 10:00 a.m.	Proposal ranking by Audit Selection Committee
May 10-17, 2021 (Date/time TBD)	Presentations and interviews with approximately three (3) Finalists (if determined necessary)
May 25, 2021	City Council selection of Auditor

### **Questions and Inquiries**

The final day that the City will accept questions will be April 13, 2021 by 2:00 P.M.

Written questions and inquiries shall be emailed to:

Peter A. Boers, Procurement Manager  
401 W. Venice Avenue, Venice, FL 34285, or  
Email: [pboers@venicegov.com](mailto:pboers@venicegov.com)

### **Reservations**

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the City. All proposals become the property of the City of Venice.

### **Reimbursements**

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Certification**

The signer of the proposal must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties that submitted a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

### **Public Records**

All material submitted in response to this RFP will become a public record and is subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, if any, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **Retention of Documents and Acceptance of Conditions**

The City reserves the right to retain all documents and materials submitted and to use any ideas regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP. All Proposers hereunder agree to provide proposals in compliance with all federal, state and local law and regulation, including by example and not limitation, and the City's Purchasing Policy.

### **Local Preference**

Preference shall be given to a "Local Business" in the awarding of this RFP in accordance with Section 2-217 of the City of Venice's Code of Ordinances. "Local business" means the Proposer has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the Proposer is located and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the Proposer

operates or performs business, and at which at least one full time employee is located. In addition, fifty percent (50%) or more of the employees based at the Local Business location must reside within Sarasota, Manatee, DeSoto or Charlotte County. In the event the local office is not the primary location of the Proposer, at least ten percent (10%) of the Proposer's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the Proposer resides in Sarasota, Manatee, DeSoto or Charlotte County.

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## GENERAL INFORMATION

The City of Venice (the City) is located in Sarasota County in southwest Florida, on the Gulf of Mexico. The City was established in 1927 as a Florida municipality by Chapter 11776, Special Acts of 1925, Extraordinary Session, as amended. The City currently occupies a land area of 17.74 square miles and serves a population of 24,016. The City's fiscal year begins on October 1st and ends on September 30th.

The City is governed by a seven (7) member City Council, with the City Mayor as Chairperson. The City Manager is appointed by the City Council to administer and execute City operations and policy. The City's Finance Department maintains the financial and accounting records of the City. The records for the pension trust funds are maintained by separate entities under contract with the Pension Boards of Trustees (Pension Boards).

The City is organized into ten (10) departments. The accounting and financial reporting functions of the City are centralized. The City's accounting software is Central Square/Nav5.

The City of Venice provides the following services to its residents:

- Police services
- Fire protection and emergency medical services
- Public works, including public parks, recreation facilities, historical facilities and solid waste collection/disposal
- City planning, zoning, and building code regulation and enforcement
- Utilities, including potable water supply and distribution, waste water collection and treatment, and reclaimed water distribution
- Engineering, including construction and maintenance of streets and sidewalks, and stormwater management
- Municipal Airport
- Administrative functions (e.g., finance, information technology, and human resources)

The City uses the following fund types in its financial reporting (FY2021 Budget):

- 1 General Fund
- 1 Debt Service Fund
- 11 Special Revenue Funds
- 8 Capital Projects Funds
- 4 Enterprise Funds (and one sub-fund)
- 5 Internal Service Funds
- 2 Pension Trust Funds

More detailed information on the reporting entities and their finances can be found in the City's Fiscal 2021 Annual Budget and the 2019 Comprehensive Annual Financial Report (or 2020 CAFR, when issued), or the 2019 financial statements for the Municipal Firefighters' and Police Officers' Pension Trust Funds (or 2020, when issued). These documents are (or will be) available on the City's website at [www.venicegov.com](http://www.venicegov.com) in the Finance Department section.

## SCOPE OF WORK

The City of Venice is requesting proposals from qualified firms of certified public accountants to audit the financial statements of the City for the fiscal years ending September 30, 2021, 2022, and 2023. The annual scope of services also includes compiling, publishing and expressing opinions on the separate financial statements of:

- The City of Venice, Florida Municipal Firefighters' Pension Trust Fund
- The City of Venice, Florida Municipal Police Officers' Pension Trust Fund

### **Scope of Services**

The annual audits shall be in accordance with *Government Auditing Standards*, applicable in the State of Florida to audits of local governments, pursuant to Section 218.39 and 215.97, Florida Statutes, and all other guidelines and requirements promulgated by the State of Florida Office of the Auditor General. Specifically, the scope of services includes the following items:

#### **A. City's Comprehensive Annual Financial Report (CAFR):**

- 1) An audit of the basic financial statements with opinions on the fairness of presentation of financial position, results of operations, and budgetary comparison schedules and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. Limited procedures on *Required Supplementary Information* and "in relation to" procedures on *Supplementary Information*.
- 2) A review of the City's internal control over financial reporting and compliance and other matters in accordance with *Government Auditing Standards*.
- 3) An audit of compliance and a review of internal controls over compliance for each major federal awards program and major state project (*Single Audit*).
- 4) A review of the City's compliance with Section 218.415, Florida Statutes, related to investments.
- 5) All other procedures required under Chapter 10.550, *Rules of the Auditor General*.

#### **B. The City of Venice, Florida Municipal Firefighters' Pension Trust Fund and The City of Venice, Florida Municipal Police Officers' Pension Trust Fund (the Pension Trusts):**

- 1) An audit of the financial statements to express an opinion on the fairness of presentation of financial position and changes in financial position in conformity with accounting principles generally accepted in the United States of America. Limited procedures on *Required Supplementary Information*.
- 2) A review of internal control over financial reporting and compliance and other matters in accordance with *Government Auditing Standards*.

### **Reports**

Following the completion of the audits in each year, the auditor shall issue, if and when applicable, in electronic format:

#### **A. For the City:**

- 1) An independent auditor's report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information

of the City as of and for the fiscal year then ended, and the related notes to the financial statements, including the budgetary comparison schedules of the General Fund and major special revenue funds, in conformity with accounting principles generally accepted in the United States of America and *Government Auditing Standards*. This report should describe “limited procedures” performed on Required Supplementary Information and express an “in relation to” opinion on Supplementary Information. No opinion is required on the introductory or statistical sections of the CAFR.

- 2) A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements in accordance with *Government Auditing Standards*.
- 3) A combined report on compliance for each major federal program and major state project and reports on internal control over compliance in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, with an “in-relation-to” report on the schedule of federal awards and state financial assistance.
- 4) A schedule of findings and questioned costs.
- 5) An accountant’s report on compliance with the requirements of Section 218.415, Florida Statutes.
- 6) A management letter in accordance with Chapter 10.550, *Rules of the Auditor General*.

**For the two Pension Trusts:**

- 1) Financial statements, related notes and required supplementary information.
- 2) An independent auditor’s report on the separate financial statements and related notes of the Pension Trusts, in conformity with accounting principles generally accepted in the United States of America and *Government Auditing Standards*. This report should describe “limited procedures” performed on Required Supplementary Information.
- 3) A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements in accordance with *Government Auditing Standards*.

**Other Required Reporting to the City Council and Pension Boards**

The Auditor shall assure that the City Council and both Pension Boards of Trustees are informed of each of the following in accordance with generally accepted auditing standards:

- The auditor's responsibility under generally accepted auditing standards (GAAS)
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Other matters required by GAAS, such as reporting of illegal acts, etc.

**Additional Services**

While not anticipated, if during the contractual period covered by the agreement, additional services such as operational reviews or bond issuance services are needed, the accounting firm

may, at the option of the City, be engaged to perform these services at the rates established in the contract/proposal.

### **Additional Data**

Additional information that the auditing firm deems appropriate to assist in evaluating the proposal may be submitted within the proposal. Do not include information that will not assist the evaluation.

## **WORK SCHEDULE & PROPOSED TIMETABLE**

The City and auditor will mutually agree on a time schedule to be developed for the audit of each fiscal year. The schedule shall include dates of completion for entrance conferences, interim fieldwork, year-end fieldwork, exit conferences, delivery of draft reports and final reports, and presentations to the City Council and Pension Boards. Progress conferences shall also be held with key City/Pension personnel throughout the audit engagement. The FY2020 timeline is presented below to give you an indication of our expectations.

<b>Timeline</b>	<b>Action</b>
June – July, 2020	Preliminary planning and inquiries
August 10-14, 2020	Interim field work
September 30, 2020	Fiscal year end
December 4, 2020	Books are closed (except for pension entries) and the general ledger is provided to the independent auditor; year-end field work begins. Fund financial statements and some notes are in draft form
December 7-18, 2020	Conduct City year-end audit field work. Exit conference
December-January, 2021	Conduct Pension year-end fieldwork
January 18, 2021	CAFR completed by City and provided to the auditors for review/report delivery
February 17, 2021	Auditor delivers final (electronic) signed reports to City for assembly into the CAFR
March 9, 2021	City/Auditor presentation of CAFR to the City Council
March, 2021	Auditor delivers draft Pension Trust financial statements and reports to Pension Boards
March, 2021	City produces/submits hard copies of CAFR to GFOA
April, 2021	Presentation of pension audits to the Pension Boards

## **PROPOSAL REQUIREMENTS**

### **General**

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the Request for Proposals. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that firms follow the format and instructions contained herein, as outlined in this Section.

The City reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided as Appendix D. In the event any Proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless be construed as though the addenda

had been received and acknowledged and the submission of his/her proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before depositing the proposal with the City.

### **Mandatory Requirements**

To be eligible to qualify as external auditor, the following minimum requirements must be met:

- 1) The Proposer must be established as a legal entity in the State of Florida, be licensed to practice in the State of Florida, and have performed continuous independent audit services for a minimum of (5) years.
- 2) The Proposer must submit an affirmation that the firm meets *Government Auditing Standards* independence requirements, as published by the U.S. General Accounting Office (Appendix E).
- 3) *Government Auditing Standards* require all Certified Public Accountants on the Proposer's audit team to have completed, within the immediate preceding (2) years, at least (24) hours of continuing professional education that directly relates to government auditing and will enhance the professional proficiency of the auditors to perform audits or attestation agreements.
- 4) The Proposer must clearly state the local government and pension plan audit expertise of its staff at the local office level that will be assigned to this project.

### **Information to be Included in the Proposal (Please include in same order and use the same numbering system, tabs preferable)**

#### **1) Title Page**

- a. Show the proposal subject and RFP#, the legal name of the Proposer's firm, local address, telephone number, name of the contact person, email, and date of proposal.

#### **2) Table of Contents**

- a. Include a clear identification of the material by section and by page number.

#### **3) Letter of Transmittal**

- a. A signed letter of transmittal (no more than two pages) briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the City's time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The letter should also include the names of the persons who will be authorized to make representations for the Proposer, their title, addresses, telephone numbers, and email addresses.

#### **4) Firm Experience and Expertise**

- a. State whether the firm is local, regional, or national.
- b. Describe the range of activities performed by the Proposer such as audit, accounting, tax service, or management services and the approximate percentage of the firm's workload (or personnel) dedicated to each. Provide the approximate portion of the annual audit workload that is for governmental entities.
- c. List the Proposer's current partners/principals, and describe the firms' experience in conducting local government and pension plan audits, especially in Florida, and participating in the GFOA's *Certificate of Achievement for Excellence in Financial Reporting* Program, and *Federal and State Single Audits*. Other experience with non-

similar governmental units may be included as ancillary information.

- d. Give the location of the office from which the work is to be done and the number of partners/principals, managers, supervising seniors, and other professional staff employed at that office. Indicate how much of their duties involve local government audits.
- e. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last (5) years that are similar to the engagements described in this RFP. Indicate the scope of work, year-end date, engagement partners/principals, audit manager or supervisor, total hours and the name and telephone number/email address of the principal client contact. List any engagements with other governmental entities where the firm's office that will be responsible for the audit was dismissed, or its contract terminated. Indicate the date and the name and telephone number of the principal client contact.
- f. Provide a list of litigation actions and State of Florida ethics complaints against the firm (or its principals) in the last ten years, including the nature of the complaint and how it has been, or is being, resolved.
- g. Submit a copy of the firm's most recent external quality control review, letters of comments, and a statement as to what extent Florida local government audits, pension audits, and single audits, were included in the peer review.

## **5) Audit Team Experience and Expertise**

- a. List or diagram the audit team members which will be assigned to the audits. Identify the current partners/principals, managers, supervisors, and senior auditors who will work on the audits including staff from other than the local office, for this engagement. Acknowledge that team partners/managers will not be changed during the contract period without equivalent replacement and City written approval). Resumes/bios for each managerial and supervisory person to be assigned to the audit should be submitted and include the following information:
  - Formal education
  - Supplemental (continuing) education relative to governmental accounting and auditing
  - Audit experience for local governments
  - Single audit experience
  - Audit and other experience for pension plans
  - Other local government experience
  - Experience in computerized systems (information technology)
  - Membership in various national and state governmental accounting boards, committees, or associations
  - Professional recognition such as certified public accounting licenses, awards, etc.

## **6) Audit Approach**

- a. Describe the overall approach the firm will take in these audit engagements including:
  - Interim vs. year-end fieldwork
  - Remote vs. on-site procedures
  - Control tests vs. substantive tests
  - Analytical procedures vs. tests of details

- To what extent and in what areas statistical sampling or artificial intelligence (AI) techniques would be utilized.
- b. Describe the approach that will be used to review the adequacy of the City's and Pension Trusts' systems of internal controls. Specifically:
  - How you will identify significant risk areas
  - How you will gain your understanding of controls
  - How you will identify key controls
  - How you will evaluate the design of key controls, and
  - How you will verify that key controls have been implemented
  - How you will report findings or recommendations for improvement.
- c. Describe the approach that will be used in assessing risks related from our use of computerized systems. Include the frequency of your reviews/assessments and how findings will be communicated.
- d. Describe the approach that will be used in verifying compliance with laws and regulations, including which laws and regulations would be evaluated.
- e. Explain the extent of your need to utilize existing City staff in the conduct of your initial and annual engagements. Specifically address innovative ways your firm will work to minimize the disruption to their daily activities.
- f. Describe your approach to assisting the City in implementing new governmental accounting standards.
- g. Describe your commitment to meeting our annual timetable and what difficulties you foresee, if any.

**7) Executed Copies of Appendices**

These forms are to be attached to the RFP as appendices as follows:

Appendix A: Warranties

Appendix B: Public Entity Crimes Statement

Appendix C: Non-Collusion Affidavit

Appendix D: Acknowledgement of Addenda

Appendix E: Independence Affidavit

Appendix F: Local Preference Determination

Appendix G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Appendix H: Conflict/Non-Conflict of Interest and Litigation Statement

Appendix I: Certification Regarding Lobbying

## SEALED DOLLAR COST BID

The proposal shall include a “sealed dollar cost bid” which should contain all pricing information relative to performing the audit engagements as described in this request for proposal. The sealed Dollar Cost Bid shall be in a separately sealed envelope and should reflect the following on the exterior: **SEALED DOLLAR COST BID – RFP 3124-21 – PROFESSIONAL AUDIT SERVICES**. The following should be included in the sealed envelope:

### **Total All-Inclusive Maximum Price**

The sealed dollar cost bid is required to have an All-Inclusive Maximum Price (AMP) which shall contain all direct and indirect costs of the annual engagements, including all out-of-pocket expenses. The content for this section of the proposal is outlined below. The first page of the sealed dollar cost bid should include the following information:

- Name of Proposer
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.
- A Total All- Inclusive Maximum Price for each of the three annual engagements for each of the first three years, beginning with the fiscal year ending September 30, 2021.

#### **All-Inclusive Maximum Fees:**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Total</u>
City				
Fire Pension				
Police Pension				
<b>Total</b>				

In addition, please provide hourly and rate support, by proposed staffing level, for the all-inclusive maximum price in the initial year. Since this is an All-Inclusive Maximum Price (AMP), out-of-pocket expenses are not reimbursable.

### **Rates for Additional Professional Services**

If it should become necessary for the City or Pension Boards to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on these engagements, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm, or the Pension Boards and the firm. Any such additional work agreed to between the City (or Pension Boards) and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

### **Manner of Payment**

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm’s dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

## EVALUATION FACTORS

The documentation of each proposal will be examined to determine the responsiveness of each. A proposal will be considered responsive if it contains, as a minimum, the Mandatory Elements outlined below. Failure to provide the required mandatory information shall disqualify any such proposal and such proposal will not be considered.

The Auditor Selection Committee (ASC) will be three members consisting of a City Council member, and a Trustee from each of the two Pension Boards. ASC members will individually review and evaluate the proposals provided by the responsive, qualified firms based on the Proposal Requirements criteria and AMP as described herein. The ASC will then convene a meeting to review and discuss these evaluations. The City's Procurement Manager will coordinate this meeting, and the City's Finance Director and Controller will assist in a technical advisory capacity. Toward the end of the meeting, the ASC members will be asked to individually rank each responsive Proposer. The City Procurement Manager will collect the individual rankings and prepare a composite ranking for each firm and a "short-list" ranking of at least the top three.

At this point, the ASC will then decide whether to submit that list and ranking to the City Council with a recommendation to select the top ranked firm, or to ask for presentations from the short-listed firms. In the latter case, the original rankings would be discarded and the Proposers would be re-ranked after the oral presentations.

During the evaluation process, the Auditor Selection Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

### **Evaluation Criteria**

Proposals will be evaluated using the criteria outlined below. Firms meeting the mandatory criteria will be deemed responsive and will have their qualifications evaluated and ranked for technical qualifications and price. The following represent the principal criteria which will be considered during the evaluation and ranking process.

- **Mandatory Elements**
  - The Proposer is independent and licensed to practice in Florida.
  - The Proposer's professional personnel have received the required continuing professional education within the preceding (2) years in accordance with the requirements of the Florida State Board of Accountancy and *Government Auditing Standards*.
  - The Proposer has no conflict of interest with regard to any other work performed by the firm for the City or Pension Boards.
  - The firm submits a copy of its last external peer/quality review report and letter of comments (if applicable), and the firm has a record of quality audit work.
  - The firm adheres to the instructions in this Request for Proposals for preparing and submitting the proposal.

- Evaluation Criteria and Weight (in parentheses)
  - Firm Expertise and Experience (20%)
    - The Proposer's location, size, organizational structure, reputation, and commitment to quality service.
    - The Proposer's experience and performance on comparable government engagements, including recognized CAFR awards of their clients.
    - The Proposer's experience in providing audit and other services to local government pension plans.
  - Audit Team Expertise and Experience (20%)
    - The quality and experience of the Proposer's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
    - The audit team's experience and performance on comparable government engagements, including pension plans..
    - Location of the office from which the primary services will be provided.
  - Audit Approach (40%)
    - Adequacy of qualified staffing for various segments of the engagements.
    - Overall audit approach, including planning, interim vs. year-end testing, onsite or remote activities, types and extent of testing, and use of sampling or AI techniques.
    - Approach to the review of the systems of internal controls.
    - Approach to reviewing computerized systems.
    - Approach to the tests of compliance.
    - Approach and expertise for issuing new standards.
    - Commitment to the City's time schedule.
  - Local Preference (5%)
    - Proposers wishing to be given preference as a Local Business for this RFP during the Evaluation Process, as set forth herein, must submit **with their proposal**, all of the Local Preference forms provided herein.
  - All-Inclusive Maximum Price – 3 Years (15%)

### **Oral Presentations**

During the evaluation process, the Auditor Selection Committee (ASC) may request the top-ranked “short-listed” firms to make subsequent oral presentations. This may be desired if there is not unanimous agreement in the top ranked Proposer, or for any other reason. The presentation team shall include at least the engagement partner/principal, engagement manager and one or two auditors who will be performing the bulk of the City and pension audits. Such presentations will provide Proposers with an opportunity to answer any questions the ASC may have on a firm's proposal.

**Final Selection**

The ASC will rank and recommend to the City Council in order of preference three firms deemed to be the most highly qualified to perform the required services after considering the factors described in this RFP. The City Council will select a firm and direct Staff to negotiate an acceptable agreement, subject to approval by the City Attorney, in accordance with Section 218.391(a), Florida Statutes.

**Right to Reject Proposals**

The City Council reserves the right, without prejudice, to reject any or all proposals, waive any deficiency or irregularity in the selection process, waive any minor irregularity or deficiency in a proposal or to cancel this solicitation, and choose whether or not to re-solicit.

(This section intentionally left blank)

## **APPENDIX A**

### **WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof in amounts in compliance with the requirements of this RFP.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement with City without the prior written permission of the City.
- D. Proposer warrants that all information provided by it in connection with this RFP is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

## APPENDIX B

### SWORN STATEMENT ON PUBLIC ENTITY CRIMES SECTION 287.133, FLORIDA STATUTES

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

1. This sworn statement is submitted to the City of Venice, Florida

By \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

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

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
4. I understand than an "affiliate" as defined in Paragraph 287.133(l)(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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(l)(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 the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

Signed, sealed and delivered  
in the presence of:

AUDITOR

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the  
day and year written above.

STATE OF FLORIDA

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_, an organization  
authorized to do business in the State of Florida, and acknowledged executing the foregoing  
Affidavit as the proper official of for the use and purposes mentioned in the Affidavit and affixed  
the official seal of the corporation, and that the instrument is the act and deed of that corporation.  
He / She is personally known to me or has produced \_\_\_\_\_ as  
identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## APPENDIX C

### NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He / She is \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He / She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the agreement for which the attached proposal has been submitted or to refrain from qualifying in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proposer, firm, or person to fix the price or prices, or of any other proposer, or to fix any overhead, profit or cost element of the RFP or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against Venice, Florida, or any person interested in the qualified agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

My Commission Expires:

## APPENDIX D

## ACKNOWLEDGMENT OF ADDENDA

The proposer hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of this RFP. In the event the proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

[illegible]

**APPENDIX E**  
**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He / She is \_\_\_\_\_ of \_\_\_\_\_,  
the proposer that has submitted the attached proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that proposer may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
  
(b) Additionally, the proposer agrees and understands that proposer shall give the City written notice of any other relationships professional, financial or otherwise that proposer enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

I have/have not (circle one) attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

My Commission Expires:

## APPENDIX F

### **“LOCAL PREFERENCE” DETERMINATION**

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.  
**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.  
If you answer **YES** to any questions 5 and 6, local preference applies.  
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

#### **Questions 1 – 4**

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?

**YES** \_\_\_\_ If “yes”, proceed to question 2.

**NO** \_\_\_\_ If “no”, **STOP, local preference does not apply.**

\* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?

**YES** \_\_\_\_ If “yes”, proceed to question 3.

**NO** \_\_\_\_ If “no”, **STOP, local preference does not apply.**

3. Does your company’s local business office (identified in question 2) have a least one full time employee?

**YES** \_\_\_\_ If “yes”, proceed to question 4.

**NO** \_\_\_\_ If “no”, **STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company’s employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

**YES** \_\_\_\_ If “yes”, proceed to question 5.

**NO** \_\_\_\_ If “no”, **STOP, local preference does not apply.**

#### **Questions 5 – 6**

5. Is your company’s local business office (identified in question 2) the primary location (headquarters) of your company?

**YES** \_\_\_\_ If “yes”, **STOP, local preference applies.**

**NO** \_\_\_\_ If “no”, proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

**YES** ☐ If "yes", **STOP, local preference applies.**

**NO** ☐ If "no", local preference does not apply.

## APPENDIX G

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

1. By responding to this solicitation, the Firm certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from participation in this transaction.
2. The undersigned also certifies that the Firm and its principals:
  - (a) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2. (a) of this Certification; and have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

#### **CERTIFICATION OF LOWER TIER CONTRACTS REGARDING DEBARMENT**

1. The successful Firm, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in federally-assisted projects. The successful Firm will accomplish this by:
  - (a) Checking the System for Award Management at website: <http://www.sam.gov>;
  - (b) Collecting a certification statement similar to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, above; and
  - (c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Firm Name

Address: \_\_\_\_\_

## APPENDIX H

### **CONFLICT/NON-CONFLICT OF INTEREST AND LITIGATION STATEMENT**

#### **CHECK ONE**

- ☐ To the best of our knowledge, the undersigned Offeror has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

**OR**

- ☐ The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

#### **LITIGATION STATEMENT**

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

#### **CHECK ONE**

- ☐ The undersigned Offeror has had no litigation adjudicated against the Offeror on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

**OR**

- ☐ The undersigned Offeror, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Offeror during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name:

---

Authorized Signature:

---

Name (print or type):

---

Title:

---

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your Proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

## APPENDIX I

### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

---

Firm Name

---

Name and Title of Authorized Individual

---

Authorized Signature

---

Date

**CITY OF VENICE PROCUREMENT-**  
**FINANCE DEPARTMENT**  
**401 W. VENICE AVE. - ROOM # 204**  
**VENICE, FL. 34285**  
**(941) 486-2626**  
**FAX (941) 486-2790**

**ADDENDUM NO. 1**

**Date: March 25, 2021**

**To: All Prospective Proposers**

**Re: RFP# 3124-21 Professional Audit Services**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

**QUESTIONS**

The following responses to questions submitted in reference to **RFP 3124-21** shall become part of the requirements of the RFP, and all costs associated with the information provided shall be included in the proposal submitted by the proposer.

1. What were the audit fees paid for the services contemplated in the RFP each year for the prior three years for the City, Fire Pension and Police Pension?

<b>Auditing Fees</b>	<b>Budget for</b>			
	<b>FY2021 Audit</b>	<b>FY2020</b>	<b>FY2019</b>	<b>FY2018</b>
City Financials	\$ 62,000	\$ 62,000	\$ 60,500	\$ 59,500
Fire Pension	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Police Pension	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000

Were there any additional services above and beyond this amount paid? [No](#)

2. Does your staff prepare the Comprehensive Annual Financial Report or do the auditors?  
[Finance Department Staff](#)
3. Please confirm who prepares the financial statements including the footnotes and RSI for the Fire Pension and Police Pension.  
[The audit firm.](#)

4. Since the number of major federal and state programs that have to be audited each year are unknown can we provide a cost for each major program?  
No. We prefer a single annual fixed fee for the City portion of the audit (CAFR) inclusive of the federal and state single audits, and we require, in addition, separate annual fixed fees for the firefighters' and the police officers' pension plans. The total of these three separate fixed fees is the AMP (all-inclusive maximum price). Please present this information separately for the first three contract years (a small table was included in the RFP as a suggested format). In the RFP, we also ask you to provide hours and rates by staffing level for the initial year.
5. Have there been any significant changes in internal controls since the prior audit?  
No
6. Has there been any significant turnover in management or key Finance staff since the prior audit?  
No
7. Has any new debt issued during fiscal year 2021?  
Only one. In December 2020 the City issued \$17,750,000 Taxable Utility System Refunding Revenue Bonds, Series 2020, an advance refunding (no new money) of the remaining outstanding principal of the City's \$20,770,000 Utility System Revenue Bonds, Series 2012.
8. What are the grants (CFDA/CSFA#) and anticipated current year expenditures?  
For 2020, see 9/30/20 CAFR pages 180-181. Historically, the grants have been similar, and we expect to require a federal and state single audit every year. Currently budgeted for FY2021, including roll-over from FY2020:
- Utilities: EPA/FDEP SRF Loans 66.468 - \$10,898,365 (although not all will be expended in FY2021)
  - Airport: FAA/FDOT Airport Improvement Program - \$2,242,874 Federal 20.106 and \$1,536,264 State 55.004 (although not all will be expended in FY2021)
  - Stormwater: FDEP Water Resource/Restoration 37.003 & 37.009 - \$134,324
  - Road Fund: HUD CDBG - \$325,000 (Cockrill St. Sidewalks)
  - One Cent Fund: DHS/FDEM Hazard Mitigation - \$728,838 (City Hall Complex Generator)
- Our FY2021 budget also includes \$115,579 in WCIND grants that are considered local. In addition, we recently received \$1.3M in COVID relief through Sarasota County that we have been advised is not subject to single audits. We may receive approximately \$10.0M through the American Rescue Plan. There may be other small grants and or we may receive other COVID funds during FY2021.
9. Please provide us with a copy of your current audit contract.  
The FY2020 engagement was a "piggyback" of MSL's contract with the City of Winter Park (attached).
10. Who is the actuary for the entity's separate defined benefit plans?  
Foster & Foster
11. Do you manage your own IT environment, or do you rely on an IT organization or other local government entity for IT support?  
Our Information Technology Department manages the IT for the entire City
12. Are all of the applications supported centrally or are applications supported through a decentralized process?  
Centralized. The City utilizes Central Square for Financial Reporting.
13. Please complete the table below with respect to applications used. Please feel free to add additional systems:

System #	System Function	Name of System	Managed-in House or Outsourced	Purchased Application or Developed in-house	Are customizations allowed to be made to the application? If yes then by whom? Vendor or government?	Operating System	Database
1	General Ledger	Central Square Technologies	Managed-in House	Purchased Application	Yes by Central Square	OS/400 & Windows Server 2016	DB2 & SQL 2014
2	Accounts Payable						
3	Accounts Receivable						
4	Revenue Collection						
5	Payroll						
6	Capital Assets						
7							
8							
9							
10							

14. We are evaluating the RFP that came out today and look forward to proposing. Can you tell me what the fee breakdown is for 9.30.21?

City  
Fire Pension  
Police Pension

[See response #1 above.](#)

15. Could you please provide the fee for auditing services for 2020 as well as the 2021 budget?

[See response #1 above.](#)

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

---

Signature

---

Company

---

Date



**BLANKET ORDER**  
**CITY OF VENICE**  
**401 W. VENICE AVE**  
**ATTN: ACCOUNTS PAYABLE**  
**VENICE, FL 34285**

**PURCHASE  
ORDER NO.  
042906**

DATE: 4/30/2020

**VENDOR PHONE:** (328) 10-5400  
**VENDOR FAX:** (407)740-0012  
**VENDOR #:** 24646  
**VENDOR ADDRESS:** MSL,P.A.  
255 S.ORANGE AVE, STE 600  
ORLANDO, FL 32801

**SHIP TO:** FINANCE DEPARTMENT  
FINANCE DEPT ROOM 205  
401 W. VENICE AVENUE  
VENICE, FL 34285-2098

*P.O. # **MUST** Appear on **ALL** Invoices, Packing Slips, Packages and Correspondence. Payments will not be processed without P.O. number. Mail invoices to "SHIP TO" Department. Each shipment must be covered by a separate invoice. Vendor must have this Purchase Order in their possession before delivery of any merchandise. Itemized delivery ticket must be given to employee at time of delivery.*

**Tax Certificate No. 85-8012621702C-6**

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/23/2020		0000058791	04/23/2020		
FOB		ACCOUNT NUMBER	PROJECT	AUTHORIZED BY	
		See Summary Page		PETER BOERS	
ITEM #	QUANTITY/ UNIT	VENDOR PART NO. / DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

**BLANKET PURCHASE ORDER**

Effective date: 04/23/2020

Expiration date: 04/23/2020

Not to exceed: 62,000.00

/

FY20 AUDIT

Piggyback City of Winter Park RFP 23-2019

SHIP TO:

FINANCE DEPARTMENT

ROOM 205

401 WEST VENICE AVENUE

VENICE, FL 34285

PH: 941-486-2626 FAX: 941-486-2790

\*\*\*\*\* PURCHASE ORDER CONFIRMATION COPY \*\*\*\*\*

\*\*\*\*\* DO NOT DUPLICATE THIS ORDER \*\*\*\*\*

\*\*\*\*\*

Order Entered 4/30/2020-pab

**TOTAL PURCHASE AMOUNT**

**\$0.00**

Send Original and One Copy of Invoice to:  
**FINANCE DEPARTMENT**  
**FINANCE DEPT ROOM 205**  
**401 W. VENICE AVENUE**  
**VENICE, FL 34285-2098**

AUTHORIZED SIGNATURE \_\_\_\_\_



**BLANKET ORDER**  
**CITY OF VENICE**  
**401 W. VENICE AVE**  
**ATTN: ACCOUNTS PAYABLE**  
**VENICE, FL 34285**

**PURCHASE  
ORDER NO.  
042906**

DATE: 4/30/2020

**VENDOR PHONE:** (328) 10-5400

**VENDOR FAX:** (407)740-0012

**VENDOR #:** 24646

**VENDOR ADDRESS:** MSL,P.A.  
255 S.ORANGE AVE, STE 600  
ORLANDO, FL 32801

**SHIP TO:** FINANCE DEPARTMENT  
FINANCE DEPT ROOM 205  
401 W. VENICE AVENUE  
VENICE, FL 34285-2098

*P.O. # **MUST** Appear on ALL Invoices, Packing Slips, Packages and Correspondence. Payments will not be processed without P.O. number. Mail invoices to "SHIP TO" Department. Each shipment must be covered by a separate invoice. Vendor must have this Purchase Order in their possession before delivery of any merchandise. Itemized delivery ticket must be given to employee at time of delivery.*

**Tax Certificate No. 85-8012621702C-6**

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/23/2020		0000058791	04/23/2020		
FOB		ACCOUNT NUMBER	PROJECT	AUTHORIZED BY	
		See Summary Page		PETER BOERS	
ITEM #	QUANTITY/ UNIT	VENDOR PART NO. / DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST



**BLANKET ORDER**  
**CITY OF VENICE**  
**401 W. VENICE AVE**  
**ATTN: ACCOUNTS PAYABLE**  
**VENICE, FL 34285**

**PURCHASE  
ORDER NO.  
042906**

DATE: 4/30/2020

**VENDOR PHONE:** (328) 10-5400  
**VENDOR FAX:** (407)740-0012  
**VENDOR #:** 24646  
**VENDOR ADDRESS:** MSL,P.A.  
255 S.ORANGE AVE, STE 600  
ORLANDO, FL 32801

**SHIP TO:** FINANCE DEPARTMENT  
FINANCE DEPT ROOM 205  
401 W. VENICE AVENUE  
VENICE, FL 34285-2098

**P.O. # MUST Appear on ALL Invoices, Packing Slips, Packages and Correspondence.** Payments will not be processed without P.O. number. Mail invoices to "SHIP TO" Department. Each shipment must be covered by a separate invoice. Vendor must have this Purchase Order in their possession before delivery of any merchandise. Itemized delivery ticket must be given to employee at time of delivery.  
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04/23/2020		0000058791	04/23/2020		
FOB		ACCOUNT NUMBER	PROJECT	AUTHORIZED BY	
		See Summary Page		PETER BOERS	
ITEM #	QUANTITY/ UNIT	VENDOR PART NO. / DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
00104015133200		37,737.00
40109705423200		1,629.00
42112015363200		15,046.00
47009405343200		3,199.50
47009485343200		3,199.50
48009505413200		1,189.00

**CITY OF VENICE**  
**COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE**  
**PURCHASING OR "PIGGYBACK"**

DEPARTMENT/DIVISION Finance NAME OF REQUESTOR Peter Boers

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: MSL, P.A.

Address: 201 E. Kennedy Blvd. Suite 650  
Tampa, Florida 33602

Phone: (813) 314-2600 x3303 Fax: \_\_\_\_\_ Email: jwolf@mslpa.com

B. Please describe all products and/or services to be procured under this exemption: \_\_\_\_\_

Financial audit FY ending September 30, 2020 for all City Funds. Seperate audit of  
the City's Fire and Police Pension Plans.

C. Please provide the estimated fiscal year expenditure for this product or service: \$ 62,000 + \$7000 + \$8000  
Account # various Project # n/a

D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition: \_\_\_\_\_

E. Do you plan to use the Visa Card as a method of payment for this transaction? ☐ Yes ☒ No

F. **Piggyback** - Provide the entity name, contract number and contract term City of Winter Park  
RFP 23-2019 Financial Audit for FYs ending Sept. 30, 2019, 2020, & 2021.

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor: William Blend Digitally signed by William Blend  
Date: 2020.04.21 13:16:19  
+04'00' Date: 4/21/2020

Title: Shareholder

**Requesting Department Director's Signature:** Kathy Millspaugh Digitally signed by Kathy Millspaugh  
Date: 2020.04.22 08:03:41 -04'00' **Date:** \_\_\_\_\_

**Procurement Manager's Approval:** Peter A. Boers Digitally signed by Peter A. Boers  
DN: cn=Peter A. Boers, o=City of Venice, Florida, ou=Procurement Manager - Finance, email=pboers@venicegov.com, c=US  
Date: 2020.04.22 07:55:38 -04'00' **Date:** \_\_\_\_\_

**Finance Director's Approval (If applicable):** Linda Senne Digitally signed by Linda Senne  
DN: cn=Linda Senne, o=City of Venice, ou, email=lsenne@venicegov.com, c=US  
Date: 2020.04.23 09:14:55 -04'00' **Date:** \_\_\_\_\_

**City Manager's Approval (If applicable):** \_\_\_\_\_ **Date:** \_\_\_\_\_

☐ The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

**This page is for internal use only. DO NOT attach this page to Council Agenda staff summary.**

**VERBIAGE FOR COUNCIL AGENDA**

*Piggyback's other exemptions requests made to the City Council must include the following language:  
"This is a request for approval of a \_\_\_\_\_ (Piggyback, State Contract and etc.....). All appropriate forms, procedures, and processes have been completed and validated by Procurement."*

**APPROVAL LEVELS:**

- **\$5,000.00 or less: Procurement Manager**
- **\$5,000.00 - \$50,000.00: Procurement Manager & Finance Director**
- **\$50,000.00-\$100,000.00: Procurement Manager, Finance Director and City Manager**
- **\$100,000.00 + : Procurement Manager, Finance Director, City Manager and Council**

**Council Meeting Date:** \_\_\_\_\_

## **CITY OF WINTER PARK CONTINUING CONTRACT EXTERNAL AUDIT SERVICES**

THIS CONTINUING CONTRACT AGREEMENT (hereinafter "Contract" or "Agreement") made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "CITY" or "CLIENT") and **MOORE STEPHENS LOVELACE, P.A.**, whose address is 255 South Orange Avenue, Suite 600, Orlando, Florida 32801 (hereinafter referred to as "CONSULTANT").

### **RECITALS**

WHEREAS, CITY desires to retain **External Audit Services**; and

WHEREAS, CITY desires to contract with CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and CONSULTANT is desirous of obtaining such contract and of performing such services upon said terms and conditions; and

WHEREAS, this Agreement is entered into by way of a competitive process through CITY's issuance of **RFP-23-2019** ("RFP") in accordance with a competitive solicitation process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

### **SECTION 1 GENERAL PROVISIONS**

1.1 Services. CONSULTANT shall provide external audit services ("Services") for CITY in accordance with the aforementioned RFP, which is attached as **Exhibit "A"** and hereby incorporated herein.

1.2 Competency. CONSULTANT hereby represents and warrants to CITY that CONSULTANT is experienced in, qualified and competent to perform the Services described in this Agreement. CONSULTANT shall perform any and all Services in a timely, efficient and cost effective manner that comports with applicable professional industry standards, and applicable federal, state and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

1.3 Effective Date. The Effective Date shall be when the last of the parties has executed the Agreement.

1.4 Contract Period. Unless otherwise agreed in a written document approved and signed by CITY, this Contract shall be in effect for thirty-six (36) consecutive months from the Effective Date.

1.5 Notice to Proceed. CONSULTANT shall proceed with the performance of each task constituting the Services upon receiving a notice to proceed from CITY.

## **SECTION 2 RESPONSIBILITIES OF CONSULTANT**

2.1 CONSULTANT shall be responsible for the professional quality, technical quality, and the coordination of all Services furnished by CONSULTANT under this Contract. CONSULTANT shall be responsible for the examination of CITY financial documents. Audits shall be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and Chapter 10.550, Rules of the Auditor General and will include tests of accounting records, a determination of major federal program(s) and major state project(s) in accordance with OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General, and other procedures necessary to enable CONSULTANT to express such an opinion and to render the required reports. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the Services provided.

2.2 Neither CITY's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for damages suffered by CITY caused by CONSULTANT's negligent performance under this Contract.

2.3 The rights and remedies of CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

2.4 Public Records Laws. CONSULTANT acknowledges and agrees that CITY is a public entity that is subject to Florida's public records laws and as such, documents in CONSULTANT's possession relating to CONSULTANT's performance for CITY under the Agreement are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. CONSULTANT shall comply with the requirements of a contractor pursuant to Section 119.0701, Florida Statutes. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of CONSULTANT and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, audio or video tapes, photographs, or other writings of CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. While in the possession and control of CONSULTANT, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law, at CONSULTANT's expense. Upon request by CITY, CONSULTANT shall, within three business days, supply copies of said public records to CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of CONSULTANT, be open and freely exhibited to CITY for the purpose of examination and/or audit.

Since CITY's documents are of utmost importance to the conduct of CITY business and because of the legal obligations imposed upon CITY and CONSULTANT by the Public Records Law, CONSULTANT agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by CITY, regardless of any contractual or other dispute that may arise between CONSULTANT and CITY. Upon termination or expiration of this Agreement, CONSULTANT shall make arrangement with the City Clerk to deliver public records in CONSULTANT's possession to CITY. This provision shall survive expiration and termination of this Agreement.

2.5 If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2.6 The standard of care applicable to CONSULTANT's Services under this Agreement shall be the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions ("Standard of Care").

2.7 CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Each employee of CONSULTANT shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. CONSULTANT agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, or most recent (18 USC 4082) (c)(2).

CONSULTANT is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

CITY shall consider the employment by CONSULTANT of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for immediate termination of this Agreement for a default.

2.8 CONSULTANT shall comply with the terms and conditions of the RFP. To the extent there are any conflicts between the RFP and this Agreement, the terms of this Agreement shall control to the extent of the conflict.

2.9 CONSULTANT shall not substitute any key personnel without the prior written approval of the designated CITY representative ("City Project Manager") to oversee the specific task assigned to CONSULTANT. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of CITY. Further, CITY, in lieu of approving a substitution, may initiate other actions under the contract, including termination of CONSULTANT under this Agreement or under the specific task assigned.

### **SECTION 3 RESPONSIBILITIES OF CITY**

3.1 Access to Property. CITY shall arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its Services.

3.2 Information Pertinent to the Project. CITY shall furnish to CONSULTANT with existing data, plans, profiles and other information necessary or useful in connection with the planning of the program that is available in CITY's files, all of which shall be and remain the property of CITY and shall be returned to CITY upon completion of the services to be performed by CONSULTANT.

### **SECTION 4 PAYMENTS TO CONSULTANT**

4.1 CITY will pay CONSULTANT for the Services as detailed in each of CONSULTANT's narrative invoices in accordance with the pricing for such Services as set forth in **Exhibit "B,"** attached hereto and incorporated herein. The invoices shall be in a format required by CITY. CONSULTANT shall only be compensated for the Services for which CITY has authorized CONSULTANT to proceed and CONSULTANT properly completes and provides to CITY all required deliverables.

4.2 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoices shall be paid by CITY to CONSULTANT within thirty (30) calendar days of CITY's receipt of a proper invoice(s) ("Payment Period"), unless, CITY within ten (10) days after the improper payment request or invoice is received, notifies CONSULTANT, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of CONSULTANT is needed to make the payment request or invoice proper.

4.3 CONSULTANT fully acknowledges and agrees that if at any time it performs Services under this Agreement contemplated by the parties, such Services which have not been fully negotiated, reduced to writing and formally executed by both CITY and CONSULTANT, or reduced to writing by CITY and signed by CITY, then CONSULTANT shall perform such Services without liability to CITY, and at CONSULTANT's own risk.

4.4 No Liens. CONSULTANT acknowledges and agrees that CITY is a Florida municipality and, as such, CITY is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. CONSULTANT shall not file or record claims of lien or any other liens against CITY.

4.5 Records. CONSULTANT agrees to maintain, and to cause each of its subcontractors to maintain, complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards, and relating to all performance under the Contract, and the related costs and expenditures to CITY that have been contracted for and paid. These Books shall be maintained for five (5) years following contract completion, five (5) years following contract termination, or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. All Books shall be subject to audit by CITY at all times during the term of this Agreement and for a period of one (1) year after the termination of this Agreement.

4.6 Local Government Prompt Payment Act (Disputed Invoices). In the event that CITY receives an improper payment request or invoice, CITY shall notify CONSULTANT, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of CONSULTANT is needed to make the payment request or invoice proper. If a dispute arises between CITY and concerning payment of a payment request or proper invoice, the dispute shall be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which shall be commenced within forty-five (45) days after CITY received the disputed payment request or proper invoice and concluded by final decision of CITY within sixty (60) days after CITY received such. Such dispute resolution procedures shall be those procedures as may be currently established by resolution or ordinance of CITY, or, if no such procedures have been established, the dispute shall be reviewed by the City Manager or his/her designee, who shall endeavor to meet with CONSULTANT to discuss the nature of the dispute and attempt to reach a resolution of the dispute within the time allotted by law. If no resolution amenable to the parties can be reached, the City Manager or his/her designee shall issue a final decision in writing to CONSULTANT within sixty (60) days as required by statute.

4.7 Final Payment. The acceptance by CONSULTANT, its successors, or assigns, of Final Payment for Services shall constitute a full and complete release of CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that CONSULTANT, its successors, or assigns have or may have against CITY under the provisions of this Agreement, unless otherwise previously and properly filed pursuant to the provisions of this Agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

## **SECTION 5 SCOPE, COST AND FEE ADJUSTMENT**

5.1 Scope Reduction. CITY shall have the sole right to reduce, or eliminate, in whole or in part, the Scope of the Agreement at any time and for any reason, upon written notice to CONSULTANT specifying the nature and extent of the reduction. In such event CONSULTANT shall be fully compensated for the Services already authorized by CITY prior to the effective date stated in CITY's notification of the reduction. CONSULTANT will not be compensated for Services not previously authorized by CITY under this Agreement.

5.2 Scope Suspension. CITY may, at any time and for any reason, direct CONSULTANT to suspend performance, in whole or in part, under this Agreement. Such direction shall be in writing, and shall specify the period during which performance shall be stopped. CONSULTANT shall resume its performance upon the date specified or upon such other date as CITY may thereafter specify in writing. The suspension or delay of performance, regardless of whether caused by the actions or inactions of CITY, shall not give rise to any claim by CONSULTANT against CITY.

## **SECTION 6 TERMINATION**

6.1 Termination. This Agreement may be terminated, at any time, by CITY by delivering a written notice to CONSULTANT at least thirty (30) days prior to the intended termination date. This Agreement may be terminated, at any time, by CONSULTANT by delivering a written notice to CITY at least one hundred and twenty (120) days prior to the intended termination date. In the event of the termination of this Agreement, CONSULTANT shall be paid for its performance under the Agreement prior to and on the date of termination.

6.2 Delivery of Materials Upon Termination. In the event of termination of this Agreement and prior to CONSULTANT's satisfactory completion of all the Services described or alluded to herein, CONSULTANT, unless otherwise excused by CITY in writing, shall promptly furnish CITY, at no additional cost or expense, with one (1) physical copy and one (1) electronic copy of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by CONSULTANT, or by any subcontractor, in rendering the Services described herein ("Documents"), and not previously furnished to CITY by CONSULTANT pursuant to this Agreement. The Documents shall be the sole property of CITY, and CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such subcontractors agree in writing to be bound by the provisions of this Subsection.

## **SECTION 7 MATERIALS, REUSE OF DOCUMENTS AND CONFIDENTIALITY**

7.1 General. One (1) reproducible copy and one (1) electronic copy of all Documents shall be supplied to CITY by CONSULTANT at CITY's request, and at CITY's cost. The final work product of all such materials, along with all formal CITY/CONSULTANT correspondence concerning this Agreement (e.g. emails, letters, tapes, memoranda, etc.) shall be the sole property of CITY. Furthermore, CITY may reuse such Documents at no additional cost, and CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto.

7.2 Reuse of Documents. CITY acknowledges that the Documents are not intended for use in connection with any purpose other than the purpose for which the materials are prepared. Any use by CITY of such Documents in connection with a purpose other than that for which such Documents were prepared, without the prior written consent of CONSULTANT, shall be at CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

## **SECTION 8 NOTICES**

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to CONSULTANT hereunder shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, addressed to:

Moore Stephens Lovelace, P.A.  
255 South Orange Avenue, Suite 600  
Orlando, Florida 32801  
JKnopp@mslcpa.com

All notices required to be given to CITY shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, to the City's Procurement Division and the City Attorney, separately, at:

City of Winter Park  
Attention: Procurement Division  
401 South Park Avenue  
Winter Park, Florida 32789  
Procurement@cityofwinterpark.org

City of Winter Park  
Attention: City Attorney  
401 South Park Avenue  
Winter Park, Florida 32789  
CityAttorney@cityofwinterpark.org

Either party may change its address, for the purposes of this subsection, by written notice to the other party given in accordance with the provisions of this subsection.

## **SECTION 9 WAIVER OF CONSEQUENTIAL DAMAGES**

**IN NO EVENT SHALL THE CITY OR CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT.**

## **SECTION 10 INDEMNIFICATION AND INSURANCE**

10.1 Indemnification. CONSULTANT agrees to indemnify and hold harmless CITY, its representatives, employees, and elected and appointed officials, from all and any claims, judgments, damages, losses, penalties and expenses, including reasonable attorneys' fees, paralegals' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys selected by CITY, arising out of or resulting from the performance or nonperformance of the work provided within the scope of this Agreement to the extent caused in whole or part by any negligence, error, omission, recklessness, or intentional wrongful misconduct of CONSULTANT or persons employed or utilized by CONSULTANT in its performance under this Agreement. If the type of services being rendered under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be three million dollars (\$3,000,000) per occurrence, which CITY and CONSULTANT agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification. This section shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

10.2 Insurance. CONSULTANT's insurance requirements as set forth in the RFP are hereby incorporated herein by this reference and are a material part of this Agreement. CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, all insurance policies and in the minimum amounts required by the RFP to protect CONSULTANT and its employees, agents, and subcontractors from claims of the nature that may arise out of, or result from, CONSULTANT's operations, performance, services, or all of these things, or any of these things in combination ("CONSULTANT's Operations"), whether CONSULTANT's Operations are by CONSULTANT, any of its employees, agents, or subcontractors, or anyone directly or indirectly employed by any of them for whose act or acts any of them may be liable. Within ten (10) of the Effective Date of this Agreement, CONSULTANT shall provide CITY with evidence of naming CITY as an additional insured party on those insurance policies that such is required by the RFP.

10.3 City's Right to Inspect Certificates. CONSULTANT shall, upon fifteen (15) days written request from CITY, deliver copies to CITY of any or all certificates of insurance relating to such policies that are required by the RFP, this Agreement or any Purchase Order.

## **SECTION 11 MISCELLANEOUS PROVISIONS**

11.1 Discrimination. CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that:

- a. in its performance under the Contract hereunder, CONSULTANT shall not exclude any person from participation in, deny the benefits of, or otherwise subject to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and
- b. CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended.

In the event of a breach of any of the nondiscrimination covenants described in this subsection, CITY shall have the right to terminate this Agreement.

11.2 Compliance with Law. CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to CONSULTANT's performance under the Agreement, or to the wages paid by CONSULTANT to its employees. CONSULTANT shall also require by contract that all subcontractors shall comply with the provisions of this subsection.

11.3 Licenses. CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law in CONSULTANT's performance under the Agreement. CONSULTANT shall also require all subcontractors to comply by contract with the provisions of this subsection.

11.4 Compliance with New Regulations. CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for CITY or CONSULTANT to qualify for local, state, or federal funding for the services rendered under the Agreement, then CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for the services to be rendered under this Agreement, then CITY shall have the right, by written notice to CONSULTANT, to terminate this Agreement. Furthermore, if CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then CITY agrees, upon sufficient proof of material changes as may be presented to it by CONSULTANT, to amend all related CITY/CONSULTANT contractual obligations, and to revise such applicable budgets accordingly.

11.5 Consultant Not Agent of City. CONSULTANT is not authorized to act as CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind CITY hereunder, either in CONSULTANT's relations with subcontractors, or in any other manner whatsoever. CONSULTANT's performance under this Agreement shall be as an independent contractor and CONSULTANT shall have responsibility for and control over the details of and means for its performance of services assigned by CITY. CONSULTANT shall be subject to the directions of CITY only with respect to the scope of work and the general results required.

11.6 Assignment & Delegation. CITY and CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of CITY. CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without CITY's consent, then CITY may immediately terminate this Agreement as a breach of contract by CONSULTANT and a failure by CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. CITY shall have the right to assign its rights, or any part of them, or to delegate its duties and obligations, or any part of them, to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

11.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

11.8 Amendment. This Agreement may be amended or modified only by an Amendment, and as duly authorized and executed in writing by the parties.

11.9 Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

11.10 Headings. The headings of the sections or subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections or subsections.

11.11 Timeliness. CITY and CONSULTANT acknowledge and understand that the performance under this Agreement shall be in as expeditious a manner as may be in accord with the nature of said services, and consistent with the exercise of sound professional practices.

11.12 Public Entity Crime. Any person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with CITY obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be promptly replaced by a subcontractor acceptable to CITY.

11.13 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God ("Force Majeure Event"). Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance. If feasible, the parties may agree to amend in writing the time periods for any performance to accommodate the situation; however, should a Force Majeure Event preclude CONSULTANT from its time-sensitive performance under this Agreement, CITY may terminate this Agreement and reassign CONSULTANT's responsibilities under the Agreement to another CONSULTANT at no risk or liability to CITY.

11.14 Remedies & Costs. Unless specified otherwise herein, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

11.15 Dispute Resolution & Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding and if the parties do not agree to the resolution of a dispute pursuant to Section 4.5 of this Contract, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then CITY shall select the mediator who, if selected solely by CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- a. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- b. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally.

The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the Services shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

11.16 Attorneys' Fees & Litigation Costs. In the event of mediation or litigation between the parties concerning or arising from this Agreement and unless otherwise provided by law, each party shall bear their own attorneys' fees and litigation costs except for in claims by CITY for indemnity against CONSULTANT under this Agreement, for which claim(s), attorneys' fees and litigation cost shall be due and payable to the prevailing party.

11.17 Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, CITY's payment and performance of obligations under this Agreement for each and every fiscal year of CITY's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the City Commission of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made or at such other time as CITY may determine, without further cost, penalty or obligation to CITY; provided however, CONSULTANT will be paid for services rendered prior to termination of this Agreement.

11.18 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of CITY's sovereign immunity protections or of any other immunity, defense or privilege afforded to CITY or its officials, officers, employees and agents under law. In no event shall any obligation of CITY under this Agreement be or constitute a general obligation or indebtedness of CITY, a pledge of the ad valorem taxing power of CITY or a general obligation or indebtedness of CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

#### 11.19 Scrutinized Companies.

- a. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:
  - i. any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - ii. one million dollars (\$1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

A violation of this subsection shall constitute grounds for CITY to reject any bid or proposal submission and shall constitute grounds for CITY to immediately terminate any resulting contract or agreement relating to same.

- b. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000) or greater.* CONSULTANT expressly agrees that, pursuant to section 287.135, Florida Statutes, CITY shall have the exclusive right, at CITY's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000) or more that is renewed or entered into on or after July 1, 2018, if CONSULTANT:
  - i. submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes;
  - ii. is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
  - iii. is currently or has been determined to be engaged in business operations in Cuba or Syria.
- c. *Contract or renewal of contract for goods or services of any amount.* CONSULTANT expressly agrees that, pursuant to section 287.135, Florida Statutes, CITY shall have the exclusive right, at CITY's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if CONSULTANT is:
  - i. found to have been placed on the Scrutinized Companies that Boycott Israel list; or
  - ii. engaged in a boycott of Israel.
- d. *False certification.* If CONSULTANT submits a false certification as may be required under section 287.135, Florida Statutes, then CITY shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by CITY, and all costs for investigations that led to the finding of false certification.

11.20 Tobacco-Free Campus. CONSULTANT agrees that the performance of all work and services for CITY shall be tobacco-free. Accordingly, CONSULTANT agrees that all of CONSULTANT's employees, agents, and those performing work and services for CITY at CONSULTANT's direction or control shall refrain from utilizing tobacco in any form within or about any CITY parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. CONSULTANT agrees that this is a material term of this Agreement, and CITY shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement. For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- a. smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- b. utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

**11.21 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-599-3277, CITYCLERK@CITYOFWINTERPARK.ORG, 401 SOUTH PARK AVENUE, WINTER PARK, FL 32789.**

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the Effective Date.

**MOORE STEPHENS LOVELACE, P.A.**

**CITY OF WINTER PARK,  
a Florida municipal corporation**

Joel Knopp

Steve Leary

Joel Knopp  
Name

Steve Leary  
Name

Shareholder  
Title

Mayor  
Title

August 28, 2019  
Date

August 28, 2019  
Date

Approved by City Commission on  
August 26, 2019.

## Exhibit "A"

# Request for Proposal



## RFP-23-2019 External Audit Services

### Proposals Due ATTN: Procurement Division

**July 24, 2019 @ 2:00 pm**

City Hall West Wing  
401 South Park Avenue  
Winter Park, Florida 32789

**Sealed proposals must be received and time stamped by the Procurement Office on or before the date and time referenced above** either by mail or hand delivery. Any proposals received **after 2:00 pm** on said date **will not be accepted under any circumstances**. Official time will be measured by the time stamp in the Procurement Office, which shall be scrupulously observed. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed mail.

**questions**

**Procurement Division**

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448  
procurement@cityofwinterpark.org ■ cityofwinterpark.org/procurement



## **SECTION I: Standard Terms & Conditions**

### **1. Obtain Documents**

Documents are available for download at:

<http://www.cityofwinterpark.org/procurement> - select Active Solicitations.

If you experience any problems downloading the document, call 1-800-510-4452.

### **2. Proposals Due**

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 pm on July 24, 2019**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

**At 2:05 pm on July 24, 2019**, all proposals will be publicly opened and acknowledged in the City Hall Chapman Room. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### **3. City is Not an Administrative Agency**

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

### **4. Preparation of Proposals**

Proposals shall be made on unaltered forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope as "**ORIGINAL**," five (5) **hardcopies**, and one (1) **electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11 inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

### **5. Proposal Submittal**

Proposals shall be submitted directly to the Procurement Office in City Hall, in an opaque, sealed envelope or box. Respondents shall affix the Sealed Proposal Envelope Label located on **page 29** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure his/her proposal is delivered directly to the Procurement office by the required time and date, and that the proposal is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

## Procurement Division

CITY OF WINTER PARK, FLORIDA



All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

### **6. Basis of Response/Proposals**

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the Respondent to advise the Procurement Division of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

### **7. Submission of Supporting Documents**

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent.

### **8. Proposal Prices**

The Respondent warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent, and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

### **9. Delivery**

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

### **10. Contract Term**

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for thirty-six (36) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City.

### **11. Invoicing & Payment**

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment.

## Procurement Division

CITY OF WINTER PARK, FLORIDA



All invoices shall bear the purchase order number or RFP number. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

### 12. VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful Respondent may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

### 13. Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

### 14. Mistakes

Respondents are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk.** The City is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

### 15. Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

### 16. Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken.

The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.

## Procurement Division

CITY OF WINTER PARK, FLORIDA



- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- k. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

### 17. Modifications & Withdrawals

Proposals cannot be modified after submitted to the City. Respondents may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

### 18. Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein. **See attached Non-Collusion Affidavit.**

### 19. Proposal Costs

Costs related to the preparation of a proposal to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.



## 20. Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at <https://cityofwinterpark.org/procurement-policy>. In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

## 21. Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto.

All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.

## 22. Use of Other Contracts

The City of Winter Park reserves the right to utilize, including but not limited to "piggybacking," any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

## 23. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.



In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

#### **24. Certificate of Insurance**

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The City of Winter Park has contracted with 'myCOI' to track and establish insurance compliance with the contract terms. If awarded a contract the successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be included as an **ADDITIONAL INSURED** on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

#### **25. Termination/Cancellation of Contract**

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

#### **26. Termination for Default**

The City's Procurement Manager or other City representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

#### **27. Termination for City's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

## Procurement Division

CITY OF WINTER PARK, FLORIDA



Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

### **28. Drug-Free Workplace**

The Respondent, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug-Free Workplace Affidavit.**

### **29. Indemnification**

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Respondent. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.



### 30. Accidents & Claims

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. **See also Summation of Insurance Requirements.**

### 31. Laws & Regulations

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

### 32. Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the City's Procurement Division, in writing via email or through VendorLink, and, the person sending the question agrees that the Procurement Division may furnish a copy of the question to all other plan holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

## Procurement Division

CITY OF WINTER PARK, FLORIDA



### 33. Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.

### 34. Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's website. All Respondents should check the City's website or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cityofwinterpark.org/procurement> - select "Active Solicitations." It is the sole responsibility of the Respondent to ensure he/she obtains information related to Addenda. All addenda must be acknowledge on the Signature Sheet to be considered.

**Unless otherwise specified, all addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all appropriate addenda may result in the disqualification of the proposal.**

### 35. Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in his or her discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens.

Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive, or in violation of any criminal or civil law or regulation as reasonably determined by the City.

### 36. Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

### 37. Waiver, Alterations, Consent & Modification

No waiver, alterations, consent or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or City Commission.



### 38. Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

### 39. No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

### 40. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the City and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.

### 41. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the ***Respondents are requested to identify specifically*** any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

### 42. Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Orange County, Florida.

### 43. Equal Opportunity Employment

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082)(c)(2), or most recent.

**44. Fair Labor Standards Act**

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

**45. Unauthorized Aliens**

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

**46. False Claims**

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

**47. Reductions in Work**

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction.

The Respondent shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this RFP by City.

**48. Disclaimer of Liability**

The City will not hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

**49. Sovereign Immunity Reserved**

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

**50. Compliance with Occupational Safety & Health**

Respondent certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all O.S.H.A. and State safety regulations and requirements.

**51. Severability**

If any term, provision or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

**52. Public Records**

For any resulting agreement relating to this RFP, the successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Respondent's control and possession, including sub-consultants or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Respondent specifically agrees it shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or 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; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City. Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Respondent's and its sub-consultants' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.



**IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Cindy Bonham, City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; e-mail: [cityclerk@cityofwinterpark.org](mailto:cityclerk@cityofwinterpark.org); telephone no.: (407) 599-3277.**

Additionally, the Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The Respondent shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance of work or services under any resulting agreement relating to this RFP and the date of final payment for said work or services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate any resulting agreement if the Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Respondent in conjunction, in any way, with any resulting agreement or this RFP.

If Federal, State, County or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Respondent agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

### **53. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

### **54. Lien**

No lien or security interest in any City property may be created in relation to this Agreement.

### **55. Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.



## 56. Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this RFP. Without limitation it will be a material breach if the successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful Respondent warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful Respondent warrants that the goods and services are in conformance with the representation made during the RFP process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

## 57. Limitations on Damages

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy. In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

**IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.**

**58. Ethics**

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Respondent hereby certifies that no officer, agent or employee of the City has any material interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement.

Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.

**59. Dispute Resolution**

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

**60. Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City. The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.



## 61. Scrutinized Companies

- a. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.
- b. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- c. *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- d. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

## 62. Electronic Signatures

In accordance with §§ 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regards to execution of contracts and contract related documents meeting the requirements as stated in the City's Procurement Policy.

## 63. Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.

**64. Tobacco-Free Campus**

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer's direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement. For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following: 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

**65. Background Check Verification**

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

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## **SECTION II: Scope of Services**

### **1. General Information**

The City of Winter Park, Florida invites Independent Certified Public Accountants to submit proposals for the performance of an examination of its financial statements for the fiscal year ending September 30, 2019, and for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards ("Uniform Guidance"); and Chapter 10.550, Rules of the Auditor General.

### **2. Description of the Government**

- a. Winter Park, Florida is a City Commission/City Manager form of municipal government, which offers a traditional mix of services to a population of approximately 30,000. The City employs approximately 525 full-time employees and administers a combined annual budget of \$176,500,000.
- b. Copies of the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018, which included an unmodified audit opinion, as well as the 2019 Annual Budget are available on the City's website at [www.cityofwinterpark.org](http://www.cityofwinterpark.org). Audit schedules prepared by City staff are available for review upon request.
- c. The City is in the process of transitioning to new enterprise resource planning software. The new platform is Tyler Technology MUNIS program. The general ledger, budgeting, purchasing, accounts payable, fixed assets, and inventory applications were all live in MUNIS for all of FY 2019. The payroll, human resources, cash receipting, utility billing, and permitting applications are all in the process of transitioning from the legacy Superior Naviline system to MUNIS. Inquiry access to both systems will be made available to the auditors. Almost all audit schedules prepared by City staff are in Microsoft Excel and can be provided to the auditors in electronic format.
- d. Moore Stephens Lovelace, CPAs performed audits for the fiscal years ending September 30, 2016, 2017 and 2018. The fee paid for the most recent audit was \$62,000.
- e. The City has no internal audit department. Finance Department personnel working on the audit includes the Finance Director and Assistant Finance Director both of whom hold a current CPA license as well two Chief Accountants who both have accounting degrees. These individuals will prepare the audit work schedules, financial statements and be available to assist with the preparation of any additional information needed.
- f. The City is a recipient of various grants and anticipates requiring a Federal Single Audit in each of the next three fiscal years.
- g. The City's fiscal year 2018 CAFR included five major funds. These include the General Fund, Community Redevelopment Agency Fund, Capital Projects Fund, Water and Sewer Fund and Electric Services Fund. These will also be the City's only major funds for the foreseeable future. There are no distinctly presented component units.
- h. The City's Electric system was acquired on June 1, 2005. It is a distribution only system and bulk power is currently purchased under contracts with multiple power generating entities. Annual operating revenues are approximately \$48,300,000 and the city serves about 15,500 electric customers.
- i. The City's Water and Sewer system has annual operating revenues of approximately \$30,300,000 and provides services to about 13,300 customers inside the city and another 10,500 outside of the city limits.
- j. The City has received the Government Finance Officers Associations Certificate of Achievement for Excellence in Financial Reporting for the past thirty-eight years (fiscal years 1980 - 2016). It is anticipated that this award will also be received for fiscal year ending 2019. The Finance Director and staff intend to prepare the Comprehensive Annual Financial report.



### 3. Performance Specifications

- a. To be eligible to qualify as external auditor, the following minimum requirements must be met:
  - i. The firm must have been established as a legal entity, be licensed in the State of Florida, and the principals of the firm must have performed continuous CPA services for a minimum of five (5) years.
  - ii. The firm must meet the independence and education requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States and Rules of Florida Board of Accountancy Chapters 455 and 473.
  - iii. The firm must have no record of substandard audit work, identified in a disciplinary action by the Florida Board of Accountancy in the last ten years.
  - iv. The firm must have completed a quality control peer review within the past three years.
- b. The audit shall be performed in compliance with the following as they exist or as each may be subsequently amended:
  - i. Applicable Florida Statutes.
  - ii. Generally Accepted Auditing Standards (GAAS).
  - iii. Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and also any State or Federal guidelines, rules or regulations regarding the audits of State grants and aids appropriations.
  - iv. *Audits of State and Local Governmental Units* (AICPA Audit Guide Revised).
  - v. *Compliance Supplement*, Office of Management and Budget.
  - vi. United States Single Audit Act and Amendments.
  - vii. Requirements of the Florida Single Audit Act.
  - viii. *Governmental Auditing Standards* issued by the Comptroller General of the United States.
  - ix. Rules adopted Auditor General for form and content of local governmental unit audits.
  - x. Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.
- c. The audit shall be a financial audit as defined in Sec. 11.45(1)(c), Florida Statutes.
- d. Field work, not including interim work, is to be completed in January and February in order to permit issuance of the final, printed report to the City Commission by no later than March. Commission meetings are held on the second and fourth Monday of each month.
- e. All final documents provided by the auditors to be included in the financial statements will be submitted to the City by February 28, 2020. Final documentation will include the audit opinion, report on internal controls, compliance related to grant requirements, schedule of findings and questioned costs, management letter, independent accountant's report, and any other reports deemed necessary. The City may choose to use these reports in financing disclosure documents with no additional fee for review of those documents.
- f. The partner in charge of the audit and/or audit manager must be available to present the CAFR to the City Commission in March and also be available to attend a pre-audit meeting and audit wrap up meeting with the City Manager.
- g. Working papers are the property of the auditor and should be held locally for a period of five (5) years. Working papers will be available for examination or duplication without charge to authorized City personnel as well as representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at a reasonable charge to successor auditors engaged by the City.



- h. The auditor will agree to immediately notify the City if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the City or any government client audited by the local office.
- i. The Auditor will assist the City in complying with changes in reporting requirements to remain in conformity with Generally Accepted Accounting Principles. This includes technical assistance in the preparation of new statements and note disclosures.

#### **4. Request for Additional Information**

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the proposer or any of its agents, as it deems appropriate.

#### **5. Billings and Payment**

Progress payments not to exceed 80% of the total annual fee will be made on receipt of invoice from the proposer, in accordance with a mutually agreed schedule. Final payment will be made upon receipt and acceptance of final audit reports, opinion letters and management letter.

#### **6. On-Site Inspections**

Proposers are welcome to inspect recent CAFRs, audit schedules prepared by Finance staff and the current budget or make on-site inspections of City facilities in connection with preparing proposals, providing that arrangements are made in advance with the Procurement Manager. The Procurement Manager in cooperation with the Finance Director and the department(s) involved will determine time and extent of such inspections.

#### **7. Identical Tie Proposals**

In accordance with Florida State Statute Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever the City receives two or more proposals, which are equal with respect to price, quality and services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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### **SECTION III: Proposal Format**

Respondents must respond in the format delineated below.

Submit one (1) original clearly marked on the outside of the envelope – “**ORIGINAL**,” three (3) **hardcopies** and one (1) **electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11 inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled “REDACTED.” Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your proposal package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your proposal and are not noted under any of the headings listed below, add a **TAB –X** tab to the end of your proposal with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

**Note:** The City shall not be responsible for any costs incurred by the Respondent in preparing, submitting or presenting its proposal to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

#### **Table of Contents**

Clearly outline and identify the material and proposals by the tab and page number. Outline in sequential order the major areas of the proposals, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

#### **Tab 1. Cover Letter**

Provide a brief, formal cover letter indicating your company’s understanding of the scope of services of this formal solicitation. The letter must be from the Proposer that provides information regarding the company’s familiarity and interest. A person who is authorized to commit the Proposer’s organization to provide the good/services included in the response must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.

#### **Tab 2. Understanding of Scope**

A statement setting forth the proposer’s understanding of the work to be done, a brief description of the audit procedures to be followed and major areas of emphasis, and a tentative schedule for performing the key phases of the audit to include but not be limited to:

- a. The extent to which the firm proposes to employ statistical sampling techniques and estimated sample sizes
- b. The extent to which the firm proposes to employ analytical procedures
- c. The manner in which the firm intends to segment the engagement
- d. The hours of staff time at each level that will be devoted to each segment



- e. The approach for gaining and documenting the auditor's understanding of the government's internal controls
- f. The approach proposed for determining which laws and regulations should be tested for compliance
- g. The method for drawing samples for tests of compliance

A description of the firm's approach to peer review and a report of the most recent peer review. Indicate whether that peer review included a review of local government client activities.

### **Tab 3. History & Location of Firm**

Description and history of the firm, including whether the firm is local, regional or national. Specify the location of the office from which the work is to be done, the number of personnel in that office who would be working on the audit and the relevant prior governmental auditing experience of the assigned office. Firm-wide experience may be submitted in addition to, but not in lieu of, the assigned office's experience.

### **Tab 4. Requirements**

An express agreement to meet or exceed the Performance Specifications listed in Section 3 of the scope of services. List any exceptions taken to these specifications.

### **Tab 5. Professional Qualifications**

An identification of the partners, managers and supervisors who will work on the audit, including staff from other than the local office if necessary for the audit. Include concurrent commitments of each staff member during the City's audit months of December, January and February. Also indicate persons authorized to represent and commit the firm, including business address and phone number.

Resumes for each managerial and supervisory person to be assigned to the audit must be submitted and include the following information:

- a. Formal education
- b. Supplemental education relative to governmental accounting and auditing
- c. Experience in public accounting in general
- d. Experience in private business or government
- e. Experience with governmental units
- f. Experience with Federal and State grant programs
- g. Information technology ability
- h. Membership in various national and state governmental accounting boards, committees, or associations (past and present)
- i. Professional recognition, such as Certified Public Accounting licenses, awards, etc.

It is understood that managerial, supervisory and audit staff may be changed for a variety of reasons. Replacements may be made at the discretion of the proposer, provided there is no compromise in qualifications or experience.

### **Tab 6. Fee**

List the audit fee for each of the three years for a fixed fee contract as well as your offer of discounted hourly rates by staff level for any additional work not contemplated in the scope of this RFP.



**Tab 7. References**

A current listing of Florida municipalities for which the firm is providing or has provided auditing services, the scope of such service, and the time periods of such service. Please provide a contact person, address and phone number, as these clients may be contacted for references.

**Tab 8. Required Forms**

Include fully executed copies of **Attachments "A – G"** in this section, as well as your company's proof of insurance illustrating, at minimum, the limits specified in this RFP.

**Tab X. Miscellaneous**

Any additional information that the Respondent feels will assist in the evaluation should be included in this section.

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## **SECTION IV: Evaluation Procedure**

### **Evaluation**

It is the intent of the City that all firms responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

### **Criteria**

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service, the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

### **Evaluation Criteria**

<b>Criteria</b>	<b>Weight</b>	<b>Grade</b>	<b>Maximum Total Points</b>
Qualifications of the Firm	6	1 2 3 4 5	30
Experience of Proposed Staff	5	1 2 3 4 5	25
Pricing Proposal	4	1 2 3 4 5	20
Approach to the RFP Requirements	3	1 2 3 4 5	15
References	2	1 2 3 4 5	10
<b>Total Possible Points To Be Earned</b>			<b>100</b>

**Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest**



## SCORING DEFINITIONS

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essentials aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City's need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on: (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract; (ii) a Respondent's skill and business judgment; (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously; (iv) Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services; (v) the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services; (vi) Respondent's pecuniary ability and financial stability; (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations; (viii) Respondent's maintenance of a permanent place of business; (ix) Respondent's appropriate successful contractual and technical experience in similar work; (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract; (xi) the qualifications of subcontractors whom each Respondent proposes to use; (xii) the proximity of Respondent's labor force, equipment and business operation in relation to the City, (xiii) Respondent's ability to meet and/or maintain scheduling requirements, (xiv) Respondent's quoted prices for services, and (xv) Respondent's responsiveness to this Request for Proposals.

The above factors may be determined by Respondent's past performance of services/work for supplied references and other parties Respondent has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.

**PROSPECTIVE RESPONDENTS ARE PROHIBITED FROM CONTACTING ANY MEMBER OF THE SELECTION COMMITTEE, EMPLOYEE OR PUBLIC OFFICIAL (EXCEPT THE FACILITATOR) AT ANY TIME DURING THE FORMAL SOLICITATION PROCESS, UP TO THE TIME OF CONTRACT AWARD. ANY ATTEMPTED CONTACT MAY BE GROUNDS FOR DISQUALIFICATION.**

# Procurement Division

CITY OF WINTER PARK, FLORIDA



<b>Tentative Calendar of Events*</b>		
<b>1</b>	RFP Issue Date	<b>June 24, 2019</b>
<b>2</b>	Proposals Due to Procurement	<b>July 24, 2019</b>
<b>3</b>	Selection Committee Meeting – Evaluation and Ranking	<b>August 5, 2019</b>
<b>4</b>	Oral Presentations and Final Ranking	<b>August 19, 2019</b>
<b>5</b>	Anticipated Commission Award	<b>TBD</b>

**\* All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.**

## Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act, to determine a short list.
3. After oral presentations are conducted from the short listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

## Formal Oral Presentations/Interviews

The City may conduct formal interviews with, or receive oral presentations from, three or more of the short listed firms. Oral presentations/Interviews will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Procurement Division will establish the schedule and Respondents will be notified at least five (5) calendar days in advance of the date, time and place of the presentations/interviews. The specific format of each presentation/interview will be provided to Respondents with the notifications. The City will allot equal time for each Respondent divided into two sequential parts: formal presentations, and questions and answers. Each Respondent interviewed may be asked differing questions.

Oral presentations will provide an opportunity for the Respondents to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

**Post Award Termination**

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this RFP is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent (if applicable), contract with the next lowest responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next lowest responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting Respondent or the Respondent's whose contract award was rescinded.

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# Procurement Division

CITY OF WINTER PARK, FLORIDA



## **SECTION V: Required Forms**

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

- Attachment A: Signature Sheet
- Attachment B: Drug-Free Workplace Affidavit
- Attachment C: E-Verify Affidavit
- Attachment D: Non-Collusion Affidavit of Prime Respondent
- Attachment E: Public Entity Crimes Affidavit
- Attachment F: Public Records Act Affidavit
- Attachment G: Background Check Verification

### **Sealed Proposal Label:**

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Procurement Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened



### **SEALED PROPOSAL ENCLOSED**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

\_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

**City of Winter Park  
Attn: Procurement Division  
401 South Park Avenue  
Winter Park, FL 32789**

**Solicitation No: RFP-23-2019**

**Solicitation Title: External Audit Services**

**Solicitation Due Date & Time(EST): July 24, 2019 by 2:00 pm**

**Attachment A****Signature Sheet****RFP-23-2019**

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
2. The facts stated in the Respondent's proposal pursuant to this Request for Proposals are true and correct in all respects;
3. The Respondent has read and complied with, and submits their Proposals agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals;
4. Respondent understands that if a team is short listed and selected to make oral presentations to the selection committee, only the team members evaluated in the written submission may be present at the oral presentations. Any changes to the team at the oral presentations may result in that team's disqualification;
5. The undersigned certifies that if the City selects the firm, the firm will negotiate in good faith to establish an agreement;
6. Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in this Proposals submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
7. Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

**Respondent Email:** \_\_\_\_\_

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ PRINT: \_\_\_\_\_

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

**ADDENDUM ACKNOWLEDGEMENT**

The Respondent shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the proposal.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

**Attachment B****Drug-Free Workplace Affidavit****RFP-23-2019**

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 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 business complies fully with the above requirements.

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print/type name as signed above)



## Attachment C

**Affidavit of E-Verify Requirements Compliance****RFP-23-2019**

I, the duly authorized representative/agent of \_\_\_\_\_ hereinafter referred to as Respondent, by this Affidavit attest to the following:

The Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Respondent hereby affirms and agrees that Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

**In accordance with § 837.06, Fla. Stat., Respondent acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, Fla. Stat.**

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

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

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

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

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





## Procurement Division

CITY OF WINTER PARK, FLORIDA



3. 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.

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

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

— The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

\_\_\_\_\_  
[signature]

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

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

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

**Attachment F****Public Records Act/Chapter 119 Requirements****RFP-23-2019**

Respondent /vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Respondent/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Respondent/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Respondent/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Respondent/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Respondent/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Respondent/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Respondent

Name:

\_\_\_\_\_

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

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

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

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



## Attachment G

**Background Check Verification****RFP-23-2019**

The Respondent/vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor.

I hereby certify that I will utilize FDLE Computerized Criminal History (CCH) system in accordance with the terms governing the use of the system to confirm eligibility of the individuals being assigned and prior to assignment with the City. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

\_\_\_\_\_  
Firm/Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF FLORIDA

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

Sworn to (or affirmend) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (name of person making statement).

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Print



## **Summation of Insurance Requirements**

### **RFP-23-2019**

Insurance Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
<input checked="" type="checkbox"/> Employer's Liability	\$500,000 each accident, single limit per occurrence
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000 single limit per occurrence \$2,000,000 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
<input checked="" type="checkbox"/> Automobile Liability	\$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.  \$2,000,000 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input checked="" type="checkbox"/> Other	Professional Liability

Contractor shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Contractor shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an **ADDITIONAL INSURED** on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.



## Tab 6 – Fee

It is our policy to be open and frank on the subject of our fees. We are always prepared to discuss or explain our fee estimates or bills in as much detail as desired. We are very willing to discuss these fees, and ways of reducing them, with you. Our fee proposal takes into consideration the growth of the City and its operations, the increase in auditing standards, and the increase in new accounting pronouncements. A summary of our all-inclusive fee for each of the fiscal years ending September 30, 2019, 2020 and 2021 is presented below.

### Total All-Inclusive Maximum Price

Fiscal Year Ending	Total Price
<b>September 30, 2019</b>	\$ 62,000
<b>September 30, 2020</b>	\$ 62,000
<b>September 30, 2021</b>	\$ 62,000

### Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

In addition to the audit services provided, as set forth in our proposal response to your RFP, our fees include the following:

- Presentations at City Commission meetings related to the scope of this engagement, to discuss operations of your organization and changes in the environment in which you operate and to review our audit results. We will also meet one-on-one with the Mayor and Commissioners.
- IT risk assessment.
- Free attendance for your accounting professionals at our training sessions that are open to our clients. Your professional staff can receive between 8 - 16 hours of free Continuing Professional Education annually.

We will not request reimbursement for out-of-pocket expenses (e.g., travel, lodging and subsistence) from the City, as these costs are included in our total all-inclusive maximum price above.

### Discounted Rates for Additional Professional Services

Hourly Rates for Additional Services	
<b>Shareholder</b>	\$260
<b>Manager</b>	\$190
<b>Senior</b>	\$140
<b>Staff</b>	\$100
<b>Production</b>	\$85

