

## **REQUEST FOR PROPOSAL**

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



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### **TITLE:**

Auditing Services for the Village of Palmetto Bay

### **RFP NO.:**

1920-06-017

### **DUE DATE:**

Wednesday, October 7<sup>th</sup>, 2020 at 3:00pm (Municipal Building)

### **ISSUED:**

Wednesday, September 9<sup>th</sup>, 2020

### **CONTACT PERSON:**

Mr. Desmond Chin  
Director of Finance  
DChin@Palmettobay-fl.gov

Mrs. Litsy C. Pittser  
Procurement Specialist  
Office of the Village Manager  
Procurement Division  
LPittser@palmettobay-fl.gov

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## SECTION 1.0: Advertisement



### Village of Palmetto Bay REQUEST FOR PROPOSAL (RFP)

#### Auditing Services for the Village of Palmetto Bay

**No. 1920-06-017**

The Village of Palmetto Bay is currently soliciting proposals from qualified Public Accounting firms, whose principal officers are independent certified public accountants and have experience with governmental accounting. These services are to be provided with certain performance measures defined by this RFP.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Wednesday, October 7<sup>th</sup>, 2020** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the proposal document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids&RFP's. Documents shall be available on **Wednesday, September 9<sup>th</sup>, 2020 at 9:00am**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **I. Purpose**

The Village of Palmetto Bay is seeking proposals from qualified firms of Independent Certified Public Accountants to audit the Village's financial statements, for a period of five fiscal years beginning with the fiscal year ending September 30, 2020. The Village expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this RFP will be awarded to the successful Proposer.

These Audits are to be performed in accordance with the following:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.
2. The Standards set forth for financial audits under Government Auditing Standards; issued by the Comptroller General of the United States.
3. Federal Single Audit Act, as amended.
4. The provisions of the Florida Single Audit Act, F.S. 215.97 and F.S. 218.39 (as amended) and final 2017 compliance supplement as well as the following additional requirements.
5. Florida Statutes Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide.
6. Section 218.39 and 11.45, Florida Statutes.
7. State of Florida Department of Banking and Finance Regulations.
8. Rules of Uniform Guidance, Performance Management and/ or Grant Agreements.
9. Bonded Debt Covenants
10. Rules of the Florida Department of Financial Services; and
11. Rules adopted by the state of Florida Auditors General for form and content of government unit audits.
12. Any other applicable Federal, State, and local laws or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed for the Village of Palmetto Bay in future years.

## **I. TERMS OF CONTRACT AND OPTIONS TO RENEW**

The initial contract term shall prevail for a three (3) year period from the contract's initial effective date through the completion of the audit of September 30, 2022. The Village will have the option to extend the contract for 2 additional 1year terms under the same terms of the original contract.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a Village prerogative, and not a right of the selected Proposer. This prerogative will be exercised only when such continuation is in the best interest of the Village as determined by the Village at the Village's sole discretion.

Should the selected Proposer decline the Village's right to exercise the option period, the Village may consider the selected Proposer in default which decision may affect that Proposer's eligibility for future contracts with the Village.

## **II. ELIGIBILITY & MINIMUM REQUIREMENTS**

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate to the satisfaction of the Village that it and the principals assigned to the project have successfully provided services, similar in scope and complexity, as an independent external financial auditor to a local municipality.

Proposers must meet the following minimum qualifications. Failure to meet the minimum qualifications may result in rejection of the proposal. Proposers shall submit written documentation such as letters of references and a list of clients who are governmental agencies, as evidence that they meet the requirements stated below. Letters of references shall not be older than one year.

- a. Proposers shall certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.
- b. Proposers shall have at least 5 years' experience in satisfactorily providing the proposed services to local municipalities.
- c. The principals of the firm shall have performed continuous certified public accounting (CPA) services for a minimum of 5 years.
- d. The Proposer shall be a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Government Finance Officers Association.  
& Florida Government Finance Officers Association.
- e. The assigned professional personnel of the Proposer shall have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.
- f. The Proposer is independent of the Village of Palmetto Bay, as defined by generally accepted auditing standards and Government Auditing Standards.
- g. The Proposer shall submit a copy of the two most recent external quality control review reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.
- h. The manager and senior auditor shall have experience auditing one or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.
- i. The manager and senior auditor shall have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996,

the provisions of OMB Uniform Guidance, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.

### **III. RECORDS, ACCOUNTS, AND STATEMENTS**

The selected Proposer shall keep on its premises, or such other place approved by the Village, current, true, accurate, and complete records and accounts of all services provided to the Village, and shall give the Village or Village's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of the selected Proposer's business with the Village pursuant to generally accepted auditing standards.

### **IV. GENERAL STANDARDS**

The selected Proposer shall at all times comply with all rules, regulations, and ordinances of the Village and other governmental agencies having jurisdiction. The selected Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

### **V. AUDIT STANDARDS**

To meet the requirements of this Solicitation, the audits must be performed in accordance with the following standards:

- a Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.
- b The Standards set forth for financial audits under Government Auditing Standards; issued by the Comptroller General of the United States.
- c Federal Single Audit Act, as amended.
- d The provisions of the Florida Single Audit Act, F.S. 215.97 and F.S. 218.39 (as amended); and final 2017 compliance supplement as well as the following additional requirements; Florida Statutes.
- e Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide.

- f Section 218.39 and 11.45, Florida Statutes.
- g State of Florida Department of Banking and Finance Regulations.
- h Rules of Uniform Guidance, Performance Management and/ or Grant Agreements.
- i Bonded Debt Covenants.
- j Rules of the Florida Department of Financial Services.
- k Rules adopted by the state of Florida Auditors General for form and content of government unit audits.
- l Any other applicable Federal, State, and local laws or regulations.

## **VI. DESCRIPTION OF THE GOVERNMENT**

The auditor's principal contact with the Village of Palmetto Bay will be the Finance Director, or a designated representative, who will coordinate the assistance to be provided by the Village to the Auditor.

The Village of Palmetto Bay serves an area of 8 square miles with an estimated population of 24,341. The Village of Palmetto Bay was incorporated in 2002 and operates under a Village Manager form of government, with the Village Manager being appointed by a five-member council. The Village's fiscal year begins on October 1 and ends on September 30. The Village provides general government services, building and permitting, parks and recreation, public works, and community development. Police services are contracted with Miami Dade County. Water, sewer, and solid waste services are provided by the County. The current fiscal year budget is \$15 million as adopted in accordance with state law.

The Village has an ERP system that encompasses payroll/personnel, purchasing, building and permitting and general ledger are run on Tyler EDEN. Cash receipts are recorded using Tyler Cashiering which interfaces with Tyler EDEN.

More detailed information on the government and its finances can be found on the Village's website at [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov). The Village's Comprehensive Annual Financial Reports (CAFR), and Annual Budgets can be found at <http://www.palmettobay-fl.gov/185/Annual-Budgets-Financial-Reports>.

The Finance Department is headed by Desmond Chin, Finance Director and consists of five (5) full time employees in total.



## **2.1**

### **Estimated Schedule**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Wednesday, September 9th, 2020	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Thursday, October 1 <sup>st</sup> , 2020	Emailed to: LPittser@palmettobay-fl.gov	3:00pm EST
Proposal Submission Date – Bid Opening	Wednesday, October 7th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 pm EST

## **2.2**

### **Contract Award**

#### **A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

#### **B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax. – Not Applicable**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Completion of Contract.**

The contract term commences after the contract has been executed fully and will remain in full effect for three (3) years with additional (2) one (1) year renewal options at the discretion of the Village.

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

### **3.00 Requirement to Meet All Provisions**

Each Company submitting a proposal (Company) shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Company acknowledges agreement with and acceptance of all provisions of the RFP specifications.

### **3.01 Errors and Omissions in RFP**

Company is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Company is to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Thursday, October 1<sup>st</sup>, 2020 at 3:00pm.

### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify the Company in a timely manner of modifications to the RFP.

Notwithstanding this provision, the Company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Company chooses to withdraw their proposal after the Company has been granted the award, there will be fees that will be incurred to the Company as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. The Company or their representatives are invited to be present at the opening of the proposals.

### **3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

- Any late withdrawal from a Company that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Company.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Company to observe any provision of this RFP.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S\\_2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S_2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential Company, service provider, Company, lobbyist, or Company and the Procurement Specialist named herein

Company solicitation is exempt from the Company. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this RFP.

The Company is expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's risk.

### **3.10 Certification**

The signer of the Response (to this RFP) must declare by signing all the required forms Company included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Company/Company List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Company Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### **3.14 Accounting**

The Company shall invoice to the Village of Palmetto Bay, Finance Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Companies submitting proposals.

### **3.17 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.18 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.19 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or sub-Company has been involved in within the last three (3) years.

### **3.20 Sub-Company**

If any Company submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Company(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting Company shall need to abide by all the requirements as the prime Company.



### **3.21 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Company or its employees, agents, servants, partners, principals or sub-Company. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.22 Protests, Appeals and Disputes**

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.23 Force Majeure**

The performance of any act by the Village or Company hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due Company for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

### **3.24 Policy/Control Delivery**

Company is expected to deliver services as were proposed and as accepted by the Village. If documentation of services is not delivered as proposed and as accepted by the Village the successful Company shall still be bound by the accepted proposal.

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

**The Village is soliciting Proposals from qualified certified public accounting firms who specializes in government to perform annual examinations of the basic financial statements of the Village of Palmetto Bay, for the five fiscal years ending September 30, 2020; September 30, 2021; September 30, 2022; September 30, 2023; and September 30, 2024.**

The auditor will prepare basic financial statements and issue an auditor's opinion and conduct an audit of the Village's basic financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Controller General of the United States.

In the Village's CAFR, the Palmetto Bay Foundation has been presented as blended component unit of the Village.

Building Better Communities, General Obligation Bonds, (BBC GOB) The Village receives funds from Miami-Dade County for the Building Better Communities Bond Project and the Building Better Communities Bond Project requires an audit in accordance with Miami-Dade County Ordinance 05-47, applicable resolutions, and Building Better Communities Administration Rule. The audit report, notes, and schedules are to be prepared by the auditor no later than March 31st.

The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) 2 CFR 200, Uniform Guidance; other applicable Federal laws; and the Florida Single Audit Act. The Village anticipates that a single audit may be required each year covered by this contract.

### GENERAL TASKS AND DELIVERABLES

**The following general tasks and deliverables are required of the selected Proposer:**

a. The selected Proposer, as auditor, shall perform an annual examination of the basic financial statements of the Village for the purpose of expressing an unqualified opinion on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles. The auditor will perform the audit of the Village's financial statements in accordance with generally accepted auditing standards, and accordingly will include such tests, as considered necessary, in the circumstances.

b. The auditor shall perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

c. The auditor shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.

d. The auditor shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.

e. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in- relation-to" report on the combined and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

f. The auditor is not required to audit the statistical section of the report; however, the auditor is responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

- g. The scope of the audit shall include any additional activities necessary to establish compliance with the term “financial audit” as defined and used in Government Auditing Standards.
- h. The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Uniform Guidance; other applicable Federal laws; and the Florida Single Audit Act. The Village anticipates that a single audit may be required each year covered by this contract.
- i. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
- j. The audit shall include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report.

### **REPORTS TO BE ISSUED**

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following reports with regard to the basic financial statements of the Village of Palmetto Bay:

- a. A report on the basic financial statements. This report must include, at a minimum:
  - i. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles.
  - ii. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons, therefore.
  - iii. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by

the Comptroller of the United States.

- b. A report on compliance and internal control over financial reporting.
- c. A report on compliance and internal control over compliance applicable to each major federal program and state project.
- d. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
- e. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
  - i. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance; and
  - ii. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls, and compliance.
- f. Irregularities and Illegal Acts—The auditor shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, Village Manager, Finance Director and the Village Council as appropriate.

### **AUDIT TIME SCHEDULE**

The Village of Palmetto Bay will have all records and trial balance ready for audit as well as all management personnel available no later than February 1st following the year end (Interim fieldwork can be arranged in the months prior, if necessary). The auditor will complete the fieldwork by the subsequent February 28th. A draft of the CAFR shall be available for review by the first week of March. The auditor shall have drafts of the audit report and recommendations to management for review by the Finance Director by the end of second week in March. The CAFR and audit report shall be issued and available for distribution as of the last day in March. Shortly thereafter the Partner on the engagement

may be asked to visit a Council Meeting and make a presentation of the Financial Statements as needed.

The Village reserves the right to adjust the above timeline and file for an extension of its CAFR submission beyond the March 31<sup>st</sup> deadline.

### **ADDITIONAL SERVICES**

The Village may issue one or more official statements for the sale of bonds during the term of the contract. The official statement will contain the basic financial statements or an extraction from the Comprehensive Annual Financial Report. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by the Proposer.

### **WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

a. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication, without charge, to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village of Palmetto Bay in accordance with Federal Law, State Law and other regulations. Working papers shall also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the Village.

b. The auditors shall notify the Village immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Village of Palmetto Bay or any other government client audited by the audit firm.

### **OTHER REQUIREMENTS**

a. The auditor shall notify the Village immediately should any disciplinary actions be taken, or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall make an immediate written report of all irregularities and illegal acts.

- b. The auditor must designate two (2) “key members” of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as “key”.
- c. Auditor shall provide the Village of Palmetto Bay with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village of Palmetto Bay.
- d. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the Comprehensive Annual Financial Report (CAFR)
- e. The Village of Palmetto Bay will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. As part of the audit fee proposal, it is expected that the auditor will be required to provide any special assistance deemed necessary to the Village of Palmetto Bay in order to meet the requirements of that program.
- f. As part of the audit fee proposal, Village staff expects the assistance and guidance of the auditor with the implementation of any new GASB Standards or other accounting issues.
- g. The successful company selected will make “good faith effort” that any employee that works on the Village of Palmetto Bay audit will be returned each year to the Village of Palmetto Bay audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

#### **ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

The Finance Department staff, and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Village of Palmetto Bay.



Finance Department staff will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

1. The Village of Palmetto Bay will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines, and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices.
2. Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The Town will provide the transmittal letter, management's discussion and analysis, statistical tables and review the update to the notes to the financial statements. Preparation and color printing (up to 20 copies) of the Comprehensive Annual Financial Report (CAFR) shall be the responsibility of the Auditor. The Auditor shall provide printed and bonded colored copies, laminated front and back cover and PDF formatted electronic copy of the CAFR. The Village reserves the option to print financial Statements. The Village will provide the trial balances for each individual fund and component unit.

End of Section

## **SECTION 5**

### **5.0 Evaluation and Content of Proposals**

#### **REVIEW OF PROPOSALS:**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

The Proposal must name all persons or entities interested in the Proposal as principals. In each Proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the Proposal; and in the case of a corporation, the names and addresses of its officers. Proposals must be signed by the person or member of the firm making the Proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name.

#### **TAB 1 - TITLE PAGE**

Show the name of proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: RFP#1920-06-017 Auditing Services for the Village of Palmetto Bay from FY2019-2020 thru FY2023-FY2024.

#### **TAB 2 - TABLE OF CONTENTS**

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

#### **TAB 3 – GENERAL INFORMATION**

1. Name of business
2. Mailing address/ website address /phone number.
3. Names of persons to be contacted for information or services if different from name of person in charge.
4. Business hours.
5. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
6. Give the date business was organized and/or incorporated, and where.
7. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.

8. Description and history of the make-up and composition of the firm
9. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
10. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
11. Size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed.
12. Affirmative statement that it is independent of the Village of Palmetto Bay as defined by [generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards)].

**TAB 4 - FIRM QUALIFICATIONS & REFERENCES (30 POINTS)**

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, the size of the firm's governmental audit staff, organizational structure, and philosophy.
- (2) If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal Auditor should be noted, if applicable.
- (3) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete

the project.

- i. The firm is also required to submit copies of the two most recent external quality control review reports and letters of comment along with a statement indicating whether the reviews included a review of specific governmental engagements.
- ii. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state or federal regulatory bodies or professional organizations.
- iii. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Village of Palmetto Bay.
- iv. List any subcontractors that may be used to accomplish the work (include names, certifications, contact information and services the subcontractors will provide to the Village).
- v. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by State regulatory bodies or professional organizations during the past three years.
- vi. The Proposer shall describe any litigation or proceeding whereby, during the past three years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

(4) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the

participation in such work by the key personnel proposed for assignment to this project.

- i. For the firm's office that will be assigned responsibility for the audit, list the most significant audit engagement (Maximum of five) performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.
- ii. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
- iii. Identify all current government clients and their fiscal year end date. Identify all government clients for which you will engage as auditor for the fiscal year ending September 30, 2020. Provide the number of funds maintained by and the total revenues of the clients for the most recent fiscal year audit.
- iv. The firm should list separately all other engagements within the last five (5) years, ranked on the basis of total staff hours, for the Village of Palmetto Bay by type of engagement (i.e. audit management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firms office from which the engagement was performed, and the name and telephone number of the principal client contact. Include examples of experience in the following areas: New Market Tax Credits and Opportunity Zones.
- v. The proposal should include sample formats for required reports.
- vi. Description of Proposer's experience in preparing governmental financial statements, and in providing assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting. The Village has received the Certificate of Achievement for the last sixteen consecutive years (2003-2019) and will prepare a

Comprehensive Annual Financial Report for each year of the contract.

- (5) Identify subcontractors by company, name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
- (6) Provide a minimum of four Florida municipal references for which the firm has performed similar work, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the Village of Palmetto Bay or Village of Palmetto Bay employees as references. Please note that one copy of a Comprehensive Annual Financial Report from one of the references must be submitted. This copy may be submitted as a link to an external website.
- (7) The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, such promotional material shall not be considered the Proposal in and of itself. All promotional materials will be considered supplemental information.

**TAB – 5 QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT (30 POINTS)**

This section of the proposal should identify key personnel assigned to the Scope of Work. List those persons who will have management position working with the Village if you are awarded the contract. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.

Proposer should:

- (1) Provide education, experience, and applicable professional credentials of project staff.

(2) Resumes of partners, managers and other supervisory staff assigned to this audit, which shall include the following information:

- Formal education - supplemental education relative to governmental accounting and auditing.
  - Experience in public accounting in general.
  - Experience in private business or government.
  - Experience in auditing governmental units.
  - Membership in various national and state governmental accounting boards, Committees, or associations (past and present); and
  - Professional recognition, such as Certified Public Accounting licenses, Awards, etc.
  - A statement setting forth the Proposer's understanding of the work to be done and a positive commitment to meet or exceed specifications stated in this Solicitation, and a positive commitment to perform the work within the period specified.
- (1) Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.
- (2) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- (3) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of Village of Palmetto Bay.
- (4) Copy of CPA license for all individual CPAs assigned to the audit and for the firm in the State of Florida.
- (5) Documentation from Florida's Board of Accountant that the licenses described above are indeed active and in good standing.

(6) Positive affirmation that all CPAs assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.

(7) Positive affirmation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".

**TAB – 6** PROJECT APPROACH (30 POINTS)

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of Village of Palmetto Bay's needs and requirements.

Proposer should:

(1) Describe the approach to completing the tasks specified in the Scope of Services. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 4.0 of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the Village of Palmetto Bay's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

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

- i. Proposed segmentation of the engagement.
- ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- iii. Sample size and the extent to which statistical sampling is to be used in the engagement.
- iv. Extent of use of EDP software in the engagement.
- v. Type and extent of analytical procedures to be used in the engagement.
- vi. Approach to be taken to gain and document an understanding of the Village of Palmetto Bay's internal control structure.
- vii. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- viii. Approach to be taken in drawing audit samples for purpose of tests of compliance.



(2) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

(3) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

**TAB – 7 REQUIRED PROPOSAL SUBMITTAL FORMS**

- 13. Drug-Free Workplace Certification
- 14. Sub-Company/Company List
- 15. References
- 16. Acknowledgment, Warranty, Certification and Acceptance
- 17. Non-Collusive Affidavit
- 18. Sworn Statement on Public Entity Crimes
- 19. Disability Nondiscrimination Statement
- 20. Business Entity Affidavit
- 21. Ownership Disclosure Affidavit
- 22. Conformance with OSHA Standards
- 23. Anti-Kickback Affidavit
- 24. Statement of Company Past Contract Disqualifications

**TAB – 8 COST OF SERVICES (10 POINTS)**

A. State the prices, fees, and rates that will be charged to the Village for providing the services. The pricing information should be clear and unambiguous to allow the Village to ability to correctly identify the costs associated with doing business with the Proposer. Include in the pricing information clearly defined discounts, setup fees, price adjustments or escalations, special charges, etc.

B. One copy shall be submitted in a **separate sealed envelope** clearly marked as follows:

### PROPOSED PRICE ENVELOPE

Price proposals must be submitted separate from technical proposals. No reference shall be made to pricing in the statement of qualifications. Failure to adhere to this requirement will result in disqualification.

Evaluation of cost proposal points: The cost proposal points shall be developed in accordance with the following formula: (Lowest Cost/Proposal Cost) X 10 = Points Assigned

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	10	10
Company #2	\$108,000.00	\$100,000.00	92.6%	10	9
Company #2	\$120,000.00	\$100,000.00	83.3%	10	8

Continue Next Page

## **FORMAT FOR SCHEDULE OF FEES**

Provide pricing information in the format shown below, for each year of the contract. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this contract.

**ATTACHMENT  
“A” FEE  
PROPOSAL  
Schedule of Professional Fees and Expenses  
For the Audit of the September 30, 2020-2024  
Financial Statements of Village of Palmetto Bay**

	2020 Proposed:		2021 Proposed:		2022 Proposed:		2023 Proposed:		2024 Proposed:	
	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.
Partners		\$		\$		\$		\$		\$
Managers		\$		\$		\$		\$		\$
Supervisory Staff		\$		\$		\$		\$		\$
Staff		\$		\$		\$		\$		\$
Other (Specify)		\$		\$		\$		\$		\$
Other (Specify)		\$		\$		\$		\$		\$
TOTAL:	\$_____		\$_____		\$_____		\$_____		\$_____	
Grand Total Price for Audit Services *				\$_____						

# **OPTIONAL AND AS NEEDED SERVICES:**

## **Part 2**

### **Schedule of Professional Fees and Expenses**

#### **For the Audit of the 2020 - 2024 Financial Statements: Special Considerations and Services**

*The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.*

<b>Nature of Service to be Provided</b>	<b>Year 1 2020</b>	<b>Year 2 2021</b>	<b>Year 3 2022</b>	<b>Year 4 2023</b>	<b>Year 5 2024</b>
Citizen Independent Transportation Trust (CITT)					
Florida Single Audit					
Federal Single Audit					
Building Better Communities-					
<b>TOTAL</b>	\$	\$	\$ \$		\$
<b>Grand Total Price for</b>					

*Vendors are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.*

<b>OPTIONAL PRICING</b>		
Hourly Rate (for additional services as needed)	\$	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.	
Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	

**REFERENCE: FLORIDA STATUTE 218.391 Auditor Selection Procedures**

1. Audit Selection Committee. Per Section 218.391, Florida Statute the Auditor selection procedures are to be followed as detailed below:

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

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

The audit committee shall:

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

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

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

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

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

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

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top ranked firms, but it may not negotiate with more than one firm at a time.

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

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

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

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

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

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

- (a) A provision specifying the services to be provided and fees or other compensation for such services.
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

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

(9) The Village reserves the right to reject any and all proposals to waive minor irregularities in the proposals and to make awards in the best interest of the Village. The Village further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the Village to do so.

(10) Any award made shall be subject to execution of a contract in a form and substance, which is approved by the Village Attorney.

### **EVALUATION OF PROPOSALS:**

Each proposal received will be scored on the basis of the information provided and its clarity and applicability to the Village's criteria. The Village reserves the right to investigate the qualifications and experience of each firm. Proposals not sufficiently detailed or in an unacceptable form may be rejected by the Village.

1. The Evaluation Committee will conduct a detailed review and rank each Proposal in accordance with the RFP. A score and ranking from this process will be determined and only the top three (3) ranked Proposers will continue to the next step.
2. The top three Proposers may be notified for an interview appointment as determined by the Committee.
3. The Evaluation Committee may conduct interviews and re-rank each Proposer in accordance with the RFP. The Proposer with the highest final RFP composite score will be considered the winner and the tentative selectee for award of the Professional Services Agreement under this RFP proceeding.

	<b>TECHNICAL CRITERIA</b>	<b>POINTS</b>
a	Firm's qualifications	30
b	Qualifications of key personnel assigned to the engagement	30
c	Proposer's project approach	30
d	Proposed cost of services	10
	<b>Total Points</b>	<b>100</b>



4. For a proposal to be eligible, the format set forth in this RFP must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any Proposal. The Village of Palmetto Bay is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Village reserves the right to request clarification of any information submitted by Proposers.

5. It is not required that the successful Proposer have previous experience with the Village of Palmetto Bay.

6. The Village reserves the right to reject any or all Proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, to accept or reject any item or combinations of items, to request clarification of any information submitted by proposers and to make awards in the best interest of the Village. The award will be to the proposer whose proposal complies with all requirements set forth in this RFP, and whose Proposal, in the opinion of the Village, is the best Proposal taking into consideration all aspects of the Proposer's response, including the total net cost to the Village.

7. Oral Presentations and Interviews - Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct oral presentations and interviews with the top 3 Proposers that the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentations and interviews, the Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentations and interviews. In such circumstances, the initial rankings of the Proposers shall be considered preliminary rankings until after the oral presentations and interviews are completed.

#### MANDATORY FORMS

Included within this RFP are "Mandatory Forms" that must be completed and included with each proposal.

## **SUBMISSION OF PROPOSALS**

Proposals must be typed or printed in ink use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addendums. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Proposals shall be submitted at or before the time and at the place indicated in this Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "Auditing Services for the Village of Palmetto Bay". Submission shall include an original proposal, one (1) copy and one (1) flash drive or cd with the complete proposal.

The package with the proposals inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All proposers are reminded that it is the sole responsibility of the Company to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on October 7<sup>th</sup>, 2020**. The Village's time/date stamp will be considered as the official time. Failure of a Company to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Company non-responsive and the Proposal shall not be considered for award.

## **5.2 Preparation of Proposals:**

**Tab 1** – Title Page - Show the name of proposer's agency/firm, address, telephone number, name of contact person, date, and the subject:  
**RFP# 1920-06-017 Auditing Services for the Village of Palmetto Bay**

**Tab 2** - Table of Contents - Include a clear identification of the material by section and by page number.

**Tab 3** - General Information

**Tab 4** - Firm's Qualifications & References

**Tab 5** – Qualification of Key Personnel Assigned to Engagement

**Tab 6** - Project Approach

**Tab 7** – Mandatory Forms to include Addendum Acknowledgement Form(s)

**Tab 8** – Cost of Services

**END OF SECTION**

## **SECTION 6.0: Required Proposal Submittal Forms**

### **DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual 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. Established procedures for processing tie Proposals will be followed if none of the tied Company have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

Company: \_\_\_\_\_

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

**SUB-COMPANY LIST**

Proposer shall list all proposed Sub-Company to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Company Name	Address	Telephone and Fax

## **REFERENCES**

Each proposal must be accompanied by a list of at **least five (5)** references, which shall include all the information requested below:

## VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Auditing Services for the Village of Palmetto Bay

RFP# 1920-06-017



Name of Proposer: \_\_\_\_\_

To Whom It May Concern,

The above reference Company is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal submission and by providing you with this document the Company is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

\_\_\_\_\_

Initial Value of Contract: \_\_\_\_\_ Final Value of Contract: \_\_\_\_\_

Was the work performed timely: \_\_\_\_ Yes \_\_\_\_ No

Was the work performed to acceptable quality standards: \_\_\_\_ Yes \_\_\_\_ No

Would you enter into a contract with the Company in the future? \_\_\_\_ Yes \_\_\_\_ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? \_\_\_\_ Yes \_\_\_\_ No

Total number of change orders: \_\_\_\_\_ Were any contractor driven: \_\_\_\_\_

Number of RFI's submitted by the Company: \_\_\_\_\_

If you responded no to any of the above, please provide details:

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

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company/Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company/Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company/Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Company/Company warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company/Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

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

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

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

Company: \_\_\_\_\_

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



**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA                }  
  }  
COUNTY OF MIAMI-DADE       }

SS:

\_\_\_\_\_being first duly sworn, deposes and says  
that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Company 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 a sham Proposal;
- (4) Neither the said Company/Company nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other Company or  
person to submit a collusive or sham response in connection with the work for which the  
attached Proposal has been submitted, or to refrain from responding in connection with such  
work, or have in any manner, directly or indirectly, sought by agreement or collusion,  
communication, or conference with any Company or person to fix this Proposal or to secure  
through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against  
the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

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

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

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

Company: \_\_\_\_\_

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

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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 any entity.

Signed, sealed and delivered in the presence:

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

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

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

Company: \_\_\_\_\_

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

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ Did take an oath or  
☐ Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, 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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Company, or third party Company under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

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

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

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

Company: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(COMPANY / COMPANY DISCLOSURE)**

Company or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Company or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Company. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Company. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Company or Company recognizes that with respect to this transaction or proposal, if any Company or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Company or Company may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Company or Company completes and executes the Business Entity Affidavit form below. The terms "Company" or "Company," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

---

*Federal Employer Identification Number (If none, Social Security Number)*

CONTINUED ON FOLLOWING PAGE



---

*Name of Entity, Individual, Partners or Corporation*

---

*Doing Business As (If same as above, leave blank)*

---

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Company, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____
_____
_____
_____
_____
_____
_____

CONTINUED ON FOLLOWING PAGE

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

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

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

Company: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ Did take an oath or  
☐ Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Company), hereby  
acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of  
Palmetto Bay \_\_\_\_\_, RFP# **1920-06-017**, as specified,  
have the sole responsibility for compliance with all the requirements of the Federal  
Occupational Safety and Health Act of 1970, and all State and local safety and health  
regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any  
and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Company's Names) to comply with such act or regulation.

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

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

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

Company: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                }  
  }  
COUNTY OF MIAMI-DADE       }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

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

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

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

Company: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC

SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

☐ Personally known to me, or

☐ Produced identification:

---

(Type of Identification Produced)

☐ Did take an oath or

☐ Did not take an oath.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

---

---

---

---

---

---

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

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

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

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

Company: \_\_\_\_\_

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

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____  <input type="checkbox"/> Other (see instructions) ► _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION:** Auditing Services for the Village of Palmetto Bay RFP No. 1920-06-017 in accordance with Contract Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Proposal of: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on  
\_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Company will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION:** Auditing Services for the Village of Palmetto Bay

RFP No. 1920-06-017 in accordance with Contract Documents as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 2020. The contract is for three (3) years with an option to renew annually but not to exceed (5) consecutive years at the Village's discretion.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Finance will be responsible to assure that said Proposer is complying within the scope of this RFP.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

## SECTION 8.0: Exhibits

### VILLAGE OF PALMETTO BAY AUDITING SERVICES FOR THE VILLAGE OF PALMETTO BAY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a REQUEST FOR PROPOSAL ("RFP") on \_\_\_\_\_, and

WHEREAS, Company submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with Company to perform the services described in the RFP and Company's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

#### Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for Auditing Services for the Village of Palmetto Bay RFP No. 1920-06-017 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_. (Exhibit2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit (i)

C. Exhibit (ii)

## Article 2      Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit (i) and Exhibit (ii).

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

## Article 3      Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred because of its actions.

## Article 4      Payment and/or Fees

The Company shall submit their invoice to the Village of Palmetto Bay, Finance Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

## Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as

the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

#### Article 6      Termination

##### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

##### **B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

#### Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

#### Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years with an option to renew annually but not to exceed five (5) consecutive years based on the Village's approval.

#### Article 9      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

#### Article 10      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

## Article 11 Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or sub-Company. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

## Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies

must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.



### Article 13    Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

### Article 14    Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

### Article 15    Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

### Article 16    Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

### Article 17    Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt

requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Gregory H. Truitt  
Interim Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

#### Article 18 Independent Company

Company is and shall remain an independent Company and is not an employee or agent of the Village. Services provided by Company shall be by employees of Company and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Company shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during their employment with Company. The rights granted to Company hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Company to perform services including those hereunder.

#### Article 19 Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be subcontracted unless the Company obtains prior written consent from the Village. Approved Sub-Company shall be subject to each provision of this Contract and the Company shall be

responsible and indemnify the Village for all Sub-Company's acts, errors or omissions.

#### Article 20 Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

#### Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

#### Article 22 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

#### Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

#### Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25    Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26    Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27    Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28    Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29    Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30    Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31    Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work.

Article 32    Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33    Public and Employee Safety – Not Applicable

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34    Preservation of Village Property – Not Applicable

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 35    Immigration Act of 1986

The Company warrants on behalf of itself and all sub-Company engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36    Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-Company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

### Article 37    Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of the specifications, as Village does not guaranty the accuracy of its interpretation in the specifications package. In preparing its proposal, the Company and all sub-Companies named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or during the question submission session during the RFP process. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-Company to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Company to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Company shall immediately notify the Village in writing, and the Company and all sub-Companies shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Company's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38    Warranty of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39    Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

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

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

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

Interim Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

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

\_\_\_\_\_  
John C. Dellagloria  
Village Attorney