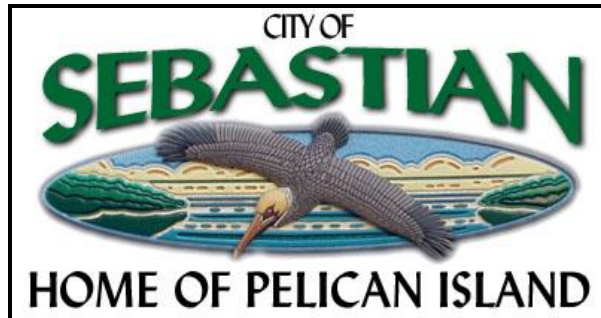


ELECTRONIC SUBMISSIONS WILL BE ACCEPTED AT VENDORLINK.COM
(Registration Required)

REQUEST FOR PROPOSALS

RFP #20-02

FINANCIAL AUDITING SERVICES



**City of Sebastian
1225 Main Street
Sebastian, FL 32958**

ADMINISTRATIVE SERVICES DEPARTMENT ACCOUNTING SERVICES DIVISION

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, MARCH 2, 2020	-
NON-MANDATORY PRE-SOLICITATION CONFERENCE:	WEDNESDAY, MARCH 18, 2020	10:00 AM EST
QUESTIONS DUE DATE/TIME:	WEDNESDAY, APRIL 1, 2020	5:00 PM EST
DUE DATE/TIME (SOLICITATION OPENING):	FRIDAY, APRIL 10, 2020	2:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: afraser@cityofsebastian.org	
MEETING LOCATION & PROPOSAL DELIVERY:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

***Dates in this schedule occurring after the release date may be amended by the City.
The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes.
It is the Proposer's responsibility to check for addenda amending any changes to this RFP.**

FINANCIAL AUDITING SERVICES

REQUEST FOR PROPOSALS

City of Sebastian is seeking proposals from qualified firms of Certified Public Accountants pursuant to Florida Statutes, Chapter 473, to independently audit financial statements and prepare a draft of the Comprehensive Annual Financial Report (CAFR) for an initial three (3) year period beginning with the fiscal year ending September 30, 2020. These audits are to be performed in accordance with generally accepted auditing standards as adopted by the Florida Board of Accountancy and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A 133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including current OMB compliance.

The Solicitation Opening will be held on **Friday, April 10, 2020 at 2:00 PM EST**, at which time all sealed physical and electronic proposals are due. Provide one (1) clearly marked original, six (6) copies and one (1) electronic copy, marked with the Proposer's name and address, RFP number and title with Solicitation due date and time (lower left corner of envelope).

All sealed proposals must be delivered or mailed to:

City of Sebastian
ATTN: Procurement Division
1225 Main Street
Sebastian, Florida 32958

RFP documents and any addenda may be obtained from the City's website (www.cityofsebastian.org) or DemandStar (www.demandstar.com). It will be the sole responsibility of the Proposer to determine if any addenda have been issued prior to submitting a proposal.

A Non-Mandatory Pre-Solicitation Conference will be on **Wednesday, March 18, 2020 at 10:00 AM EST**, held at City of Sebastian City Hall.

Questions concerning this RFP should be emailed ONLY to the Procurement/Contracts Manager at afraser@cityofsebastian.org no later than **Wednesday, April 1, 2020 at 5:00 PM EST**. All communication regarding this RFP shall be directed to the same point of contact. Contact by a Proposer (or anyone representing a Proposer) regarding this RFP with the City Council or a City employee/representative other than the point of contact listed above, is grounds for disqualification.

Proposals received by the due date and time will be publicly announced at the Solicitation Opening specified above. **The City reserves the right to reject any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities.**

Late proposals will not be opened or announced. Proposers of late proposals have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised **within five (5) days** of the Solicitation Opening date, the late, unopened proposal will be disposed.

By: Ann-Marie Fraser, CPPB, MBA
Procurement/Contracts Manager

Publish: Publication in the Indian River Press Journal

Date: Sunday, March 1, 2020

The City of Sebastian supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

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DEFINITIONS

Request for Proposals ("RFP"): This Solicitation document, including any and all addenda.

Proposal: Submission in response to this Request for Proposal.

Proposer: Person or firm submitting a Proposal in response to this Request for Proposal, “pre-award”.

Auditor or Contractor: Selected Proposer that is awarded a contract to provide the goods or services to the City, “post-award”.

City: Refers to the City of Sebastian.

Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Proposer.

Responsible Proposer: Proposer that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the RFP.

Responsive Proposer: Proposer who’s Proposal fully conforms in all material respects to the RFP and its entire requirement, including form and substance.

Days: Refers to calendar days, unless otherwise stated.

Shall, Must & Will: Interpreted as mandatory language.

SECTION 1 – GENERAL INFORMATION

1.1 SCOPE OF SERVICES

City of Sebastian is seeking proposals from qualified firms of Certified Public Accountants pursuant to Florida Statutes, Chapter 473, to independently audit financial statements and prepare Comprehensive Annual Financial Report (CAFR) for an initial three (3) year period beginning with the fiscal year ending September 30, 2020. These audits are to be performed in accordance with generally accepted auditing standards as adopted by the Florida Board of Accountancy and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A 133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including current OMB compliance.

1.2 NON-MANDATORY PRE-SOLICITATION MEETING

The Pre-Solicitation Meeting, scheduled for **Wednesday, March 18, 2020 at 10:00 AM EST**, is to provide potential Proposers the opportunity to ask questions and receive clarifications regarding this RFP. It is asked that all questions still be submitted in writing to allow for responses to be issued to all potential Proposers via an addendum.

NOTE: Proposers are not required to attend to be considered for award, however attendance is highly recommended.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at the pre-bid conference or bid opening should contact the City of Sebastian at 772-388-8231, at least five (5) days prior to the event to advise of his/her special requirements.

1.3 PROPOSED SCHEDULE

EVENT	DATE	TIME
1 ST AUDITOR COMMITTEE MEETING	FRIDAY, APRIL 24, 2020	2:00 PM EST
INTERVIEWS / ORAL PRESENTATIONS	FRIDAY, MAY 1, 2020	VARIES
2 ND AUDITOR COMMITTEE MEETING	FRIDAY, MAY 1, 2020	3:00 PM EST
RECOMMENDATION OF AWARD – CITY COUNCIL MEETING	WEDNESDAY, MAY 13, 2020	6:00 PM EST

***Dates in this schedule may be amended (delayed or modified) by the City**

1.4 BUDGET

The estimated budget for the service is **\$43,900 per year**.

1.5 INITIAL CONTRACT TERM AND EXTENSIONS

The City intends for the initial contract term to be for a three (3) year period, with the option to renew for two (2) – two (2) year terms contingent upon budget approval and Contractor's performance. The intent to extend the contract will be by written notification to the Contractor by the Procurement Division thirty (30) days prior to contract expiration. **NOTE: The City, at its sole discretion, reserves the right, to exercise this renewal option.**

Proposed changes to pricing shall be communicated, in writing, to the City ninety (90) days prior to contract expiration.

FINANCIAL AUDITING SERVICES

1.6 MINIMUM REQUIREMENTS

Each firm must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the City are final. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. Auditor and audit firm must be licensed by the State of Florida, Department of Business & Professional Regulation, State Board of Accountancy, to practice in the State of Florida; and
2. Shall have a minimum of ten (10) years of providing audit services to municipalities in Florida of a similar complexity and size as the City. Proposers shall have a field office in Florida and been in continuous operation in the State of Florida for a minimum of five (5) years. This expertise must be clearly indicated; and
3. "Auditor in charge," assigned to the audit of the City of Sebastian must be a Certified Public Accountant (CPA) properly registered and licensed to practice in the State of Florida, with at least five (5) years of service to municipalities; and
4. Shall have had peer review conducted within the last two (2) year.

1.7 METHOD OF AWARD

The City, at its sole discretion, intends to award to the most responsive and responsible Proposer who is ranked to be most advantageous to the City, taking into consideration the evaluation criteria set forth in this RFP.

The Audit Committee, in accordance with Florida Statue 218.391, will evaluate the proposals based on the criteria established herein. After ranking is determined, a recommendation to award and authorization to negotiate an Agreement with the awarded firm will be sought from City Council. Upon successful negotiation of terms and price, a formal Agreement will be prepared and submitted to City Council for approval.

1.8 ADDITIONAL INFORMATION

1.8.1 Current Audit Firm: Rehmann Robson may propose again.

1.8.2 Prior Years Audit Reports: Visit the City's website to view audit reports <https://www.cityofsebastian.org/city-financials>.

1.8.3 Auditing Services Fees:

2019: \$43,600 (included Single Audit)
2018: \$43,600 (included Single Audit)
2017: \$38,000

1.8.4 Preliminary and final fieldwork: For the 2019 audit, auditors did two (2) days of preliminary fieldwork in August and ten (10) days of final fieldwork in November.

1.8.5 Financial Statements: The Auditor will prepare all individual, combining and entity-wide financial statements and related notes; also, will issue the independent Auditor Report and annual management letter as a PDF file no later than February 28th of each year. The City is responsible for the financial statements and will provide the transmittal letter, management's discussion and analysis along with the statistical schedules.

1.8.6 OMB Circular A-133: The Auditor will provide an annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with OMB Circular A-133.

1.8.7 Final trial balance: The City closes its books and will provide the final trial balance on or about November 15th.

1.8.8 Auditor Selection Committee: The Committee will be made up of three (3) non-employees, one (1) of which is a Councilmember.

END OF SECTION

SECTION 2 – PROPOSAL REQUIREMENTS

2.1 TRANSMITTAL LETTER

Proposer shall submit a letter of interest *signed by an authorized representative to contractually obligate and bind the firm*. The Proposer or authorized representative is attesting that the information provided is current and factual.

The letter shall include:

- Date
- Name and address of Proposer
- Name of Contact Person, telephone number and email address
- Proposer's federal taxpayer identification number

2.2 TABLE OF CONTENTS

Include a clear identification of the material by providing a page number.

NOTE: Tabs/dividers may be used to separate information.

TAB #1 - QUALIFICATIONS

2.3 COMPANY PROFILE

Proposer shall provide a brief profile of their company, which should include but is not limited to:

- Firm's legal name (former name, if applicable)
- Company history, length of existence & business structure
- Location(s)
- Total number of personnel
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)
- Average annual revenue for the past five (5) years.

2.4 EXPERIENCE

Proposers shall state the experience of the firm within the last five (5) years that are similar to the Services herein.

2.5 PROJECT TEAM

Proposers shall specifically list the proposed team (partners, managers, supervisory and other staff) to carry out the services defined herein.

NOTE: An organizational chart is recommended.

Include the following information for each person:

- Name
- Project Role
- Business Location
- Formal and supplemental education/training relative to governmental accounting and auditing
- Experience in public accounting in general; private business or government and auditing governmental units
- Memberships in various national and state governmental accounting boards, committees, or associations (past and present)
- Other professional qualifications, if applicable
- Copy of State of Florida CPA license pursuant to Florida Statutes, Section 473

2.6 PEER REVIEW

Proposers shall include a copy of the most recent (within the last 2 years) external quality control reviews (peer reviews) which include a review of a specific government engagement.

TAB #2 – AUDIT APPROACH

2.7 PROJECT APPROACH

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in the RFP.

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

- Proposed segmentation of the engagement.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Sample size and the extent to which statistical sampling is to be used in the engagement.
- Extent of use of EDP software in the engagement.
- Method of electronically sharing large documents and files between Auditor and Client.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document an understanding of the internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.

2.8 CURRENT WORKLOAD

Proposer shall list their current or intended workload of clients with the same fiscal year as the City (October 1 – September 30) resulting in audit services being provided at the same time.

2.9 ANTICIPATED POTENTIAL AUDIT PROBLEMS

Proposer should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be request from the City.

2.10 REPORT FORMAT

Proposer shall include formats for required reports.

TAB #3 - REFERENCES

2.11 REFERENCES

List a minimum of five (5) client references in which auditing services were provided within the last three (3) years, at least 3 of these references should be clients that received the GFOA Certificate for the most recent fiscal year. **NOTE: The City will send Reference Check Surveys via email to the references provided. If the contact information is incorrect or the provided reference does not respond by the deadline date included in the email, the firm will lose points for this criterion.**

TAB #4 - FORMS

2.12 FORMS

All Forms required by the RFP shall be fully executed by the Proposer and submitted. Refer to Section 7.

THIS SPACE INTENTIONALLY LEFT BLANK

TAB #5 – INSURANCE

2.13 INSURANCE

Certificate of Insurance: A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the proposal. Once resulting agreement is executed, it is the Contractor's responsibility to ensure that the City is provided a current Insurance Certificate at all times.

The following insurance should be obtain and maintain, during the term of the Services, and all applicable statutes of limitation periods:

General Liability Insurance	an amount not less than: <ul style="list-style-type: none"> • \$1,000,000 Combined Single Limit per each occurrence
Professional Liability/ Errors & Omissions Liability	covering any damages caused by an error, omission or any negligent acts: <ul style="list-style-type: none"> • \$1,000,000 per each occurrence
Cyber Liability	covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the City: <ul style="list-style-type: none"> • \$1,000,000 per each occurrence
Automobile Liability	shall include liability for owned, non-owned & hired automobiles, an amount not less than: <ul style="list-style-type: none"> • \$500,000 Combined Single Limit
Worker's Compensation	The Proposer shall submit and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract, in accordance with Florida Statutes 440.
<u>Additional Insured:</u> All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its City Council members, officers, employees and agents.	

COST PROPOSAL

2.14 COST PROPOSAL

Provide *Form H – Cost Proposal* in a separate envelope **labeled RFP #20-02 Cost Proposal.**

END OF SECTION

SECTION 3 – EVALUATION PROCESS

3.1 EVALUATION CRITERIA

The following evaluation criteria will be used as a general guide for evaluating the proposals. The Auditor Selection Committee will independently review and evaluate all responsive proposals received. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address the criteria.

CRITERIA	POSSIBLE POINTS
TAB #1 - Qualifications	40
TAB #2 - Audit Approach	40
TAB #3 - References	10
Cost Proposal Cost will not be the primary factor in the selection of an audit firm <u>Points for this criterion will be awarded using the following formula:</u> Lowest Proposed Amount ÷ Proposed Amount X 10	10
MAXIMUM POSSIBLE POINTS	100
MBE/WBE/DBE Business (only used in the event for a tie to the highest total points)	5

3.2 PHASE 1 - EVALUATION OF PROPOSALS

3.2.1 All proposals submitted on time will first be reviewed by the Procurement Division to determine responsiveness. **The City reserves the right to reject any proposals deemed as not responsive. The City reserves the right to waive immaterial irregularities in proposals if in the best interest of the City.**

3.2.2 The Auditor Selection Committee, in accordance with Florida Statute 218.391, will evaluate the proposals. **Phase 1 ranking will be made based solely on the information included in the proposal.** As agreed upon by the Auditor Selection Committee at the conclusion of Phase 1, either a recommendation for award will be made or a request for the top-ranked firms to give oral presentations (Phase 2) will be made.

3.3 PHASE 2 - EVALUATION OF ORAL PRESENTATION, if applicable

As determined by the Audit Selection Committee, top-ranked Proposers can be shortlisted and invited to give an oral presentation to clarify or elaborate on their proposal. The oral presentation will be worth 50 points. Specific criteria will be provided to the shortlisted Proposer's based on the information of interest by the Audit Selection Committee. Scores from the evaluation of the proposals and oral presentations will be separate and not combined.

3.4 AWARD

This RFP will generally be awarded to the Proposer who scores the highest number of points; however, **the City reserves the right to accept or reject any or all proposals submitted in whole or in part, and to cancel this RFP and re-solicit or not re-solicit as determined to be in the City's best interests. The City also reserves the right to select a Proposer without shortlisting or requesting oral presentation.** The establishment, application and interpretation of the evaluation criteria above shall be solely within the discretion of the City.

END OF SECTION

SECTION 4 – SPECIFIC INFORMATION FOR AUDITING SERVICES

4.1 INFORMATION PROVIDED BY THE CITY

The City will provide, at a minimum, the following information to assist the Auditor in performing the annual audit:

1. General Ledger/Trial Balance printouts of September 30 and any other time periods requested by auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30, and any other time periods requested by auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. Electronic file containing end of year general ledger, revenue and expenditure balances for all accounts in the City's accounting system.
5. The City will prepare confirmation letters for the auditor.
6. The firm must agree to use City staff in preparation of supporting schedules, reconciliations and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the City with a list of all schedules to be prepared by the City. Administrative Services Department staff shall be available during the audit to provide information, documentation and explanation to the auditors.
7. The City will provide the transmittal letter, management discussion and analysis and statistical schedules.
8. For other information, please contact the Administrative Services Director and/or the assigned designee.

4.2 ANNUAL FINANCIAL AUDIT

The scope of the financial audit shall follow governmental auditing standards applicable in the State of Florida to audits of local governments pursuant to Section 218.39 or 215.97, Florida Statutes and all other guidelines and requirements promulgated by the Office of the Auditor General:

- An examination of financial statements to express an opinion on the fairness of presentation of financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles.
- An examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
- An examination of any additional activities necessary to establish compliance with the term "financial statement audit" as defined and used in Government Auditing Standards (2007 Revision) and any amendments thereto.
- The use of financial condition assessment procedures to assist the auditor in the detection of deteriorating financial conditions pursuant to Section 218.39(5), Florida Statutes. The auditor may use financial condition assessment procedures developed by the Auditor General, which are available on the Auditor general web site. The financial condition assessment shall be done as of the fiscal year end; however, the auditor shall give consideration to subsequent events, through the date of the audit report that could significantly impact the local governmental entity's financial condition.

4.3 SINGLE AUDIT

A financial and compliance audit, "single audit", of Federal and State grants shall also be performed, if required, as defined in the General Account Office's Government Auditing Standards, the provisions of the Single Audit Act and the Office of Management and Budget's Circular A-133, Audits of State, Local Governments, and Non-Profit organizations, and the State of Florida, rules of the Auditor General.

4.4 BILLING AND PAYMENT

Progress payment requests may be made by the Contractor through completion of the audit fieldwork. Final payment shall be made upon receipt and acceptance of the final audit report by City Council and upon receipt of invoice.

4.5 REVIEW OF INTERNAL CONTROLS

An evaluation is to be made of the system of internal controls to assess the extent it can be relied upon to ensure accurate information, to ensure compliance with laws and regulations and to provide for efficient and effective operations. The study of internal control should include:

- Review of the System which is primarily the process of obtaining information about the organization and the procedures prescribed and are intended to serve as the basis for tests of compliance and for evaluation of the system.
- Test of Compliance, which is made to provide reasonable assurance that the accounting control procedures are being applied as prescribed.

4.6 MANAGEMENT INFORMATION SERVICES

A review is to be made to compare the calculating operations of the computer with the desired results by tests of transactions. A review of controls used in the computer system to assure protection of files and prevention of processing errors and a review of the data processing operation shall be made.

4.7 REPORTS

In addition to the Independent Auditors' Report, the firm agrees to prepare the following reports during the term of the contract:

- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Audit Standards,
- Independent Auditors' Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A- 133 and Rules of the Auditor General.
- Independent Auditors' Report on Compliance with Requirements Applicable to Each Major State Project and on Internal Control Over Compliance in Accordance with Chapter 10. 550, Rules of the Auditor General of the State of Florida.
- Schedule of Expenditures of Federal Awards and State Financial Assistance.
- Schedule of Findings and Questioned Costs.
- Data Collection Form as required by OMB Circular A-133 (Auditor's portion).

4.8 MANAGEMENT LETTER

The audit report shall include a management letter, as required by the Auditor General of the State of Florida, which, among other matters, may include the following items discovered within the scope of the audit:

- A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.
- A statement as to whether or not the City is in compliance regarding the investment of public funds.
- Recommendations to improve the City's financial management, accounting procedures and internal controls.
- Violation of laws, regulations, contracts or grant agreements, or abuses that have occurred, or are likely to have occurred, that have an effect on the determination of a financial statement amount that is less than material but more than inconsequential.
- Illegal or improper expenditures discovered within the scope of the financial audit that may or may not materially affect the financial statements.
- Improper or inadequate accounting procedures.
- Failure to properly record financial transactions.
- Other inaccuracies, irregularities, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of the auditor.

The City of Sebastian had no findings in the three most recent audits for the fiscal years ending September 30, 2017 – 2019.

4.9 TIME REQUIREMENTS

- 4.9.1 **Date Audit May Commence** – immediately upon execution of agreement.
- 4.9.2 **Schedule for the Audit** – Each of the following shall be completed by the Auditor no later than the dates indicated, unless special arrangements have been made. Similar schedules shall be maintained for the duration of the agreement term, including extensions.
- a. **Interim Work** – may be commenced at any date after the execution of the contract between the parties, beginning with the audit entrance conference. Scheduling the interim work shall be made with the Administrative Services Director.
 - b. **Detailed Audit Plan** – The Auditor shall work with staff to develop a detailed audit plan by August 1st, which shall include a final list of all schedules to be prepared by City staff.
 - c. **Field Work** – Extended field work may commence November 15th and shall be completed by January 15th.
 - d. **Draft Reports** – The Auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendation to management in draft form for review by February 1st.
 - e. **Final Reports** – The Auditor shall make a presentation on the Comprehensive Annual Financial Report (CAFR) to City Council no later than the first Regular City Council Meeting in March. The Auditor shall a PDF formatted electronic copy of the CAFR.
- 4.9.3 **Conference and Progress Reports** – At a minimum, the following conferences are expected to be held with the Auditor’s field supervisor by the dates indicated:
- a. **Entrance conference with City staff** – By June 15th of each year, to discuss prior audit problems, the need to address new financial reporting pronouncements, the interim work to be performed, establish time requirements; make arrangements for work space and other needs of the auditor.
 - b. **Exit conference with City staff** – No later than February 28th, to summarize results of the audit and review significant findings.
 - c. **Progress conferences** – Should be held on an as-needed basis, and to communicate preliminary results which need immediate attention (or are of a significant nature).
 - d. **Presentation to the City Council** – During the first Regular City Council Meeting in March.

4.10 CHANGE ORDER POLICY

If the need for additional fees shall arise due to additional or unanticipated efforts throughout the duration of the term, a Change Order shall be prepared and submitted. It is the responsibility of the Contractor to ensure City approval of these additional fees prior to the completion of the work.

NOTE: Refer to page 34 for an example.

END OF SECTION

SECTION 5 - INSTRUCTIONS TO PROPOSERS

5.1 **CONE OF SILENCE**

Potential Proposers shall not communicate in any way with City staff or the City Council other than the primary contact listed herein. This restriction shall be effective from the time of advertisement until an award is made by the City Council. Such communication may result in disqualification.

5.2 **REQUIRED COPIES**

One (1) clearly marked original, six (6) copies and one (1) electronic copy of the proposal shall be submitted. Please refer to the Proposal Checklist (*Form A*) for guidance on all requirements.

5.3 **SEALED BIDS**

Proposals shall be enclosed in a sealed envelope which shall show (lower left corner) the Proposer's name and address, RFP number and title, along with the solicitation opening date and time. The Proposal shall be submitted no later than the Solicitation Opening date and time mentioned on the Request for Proposals. **The City will not be responsible for opening any proposals that are not clearly marked.**

5.4 **PROPOSALS NOT CONSIDERED**

Proposals not considered are late submissions, telegraphed, emailed or faxed proposals and proposals which do not conform to the instructions contained in the Request for Proposals. However, proposals may be withdrawn by fax or email, provided that such notices are received prior to the Solicitation Opening date and time and confirmed by a telephone call.

5.5 **ACCEPTABLE PROPOSALS**

Proposals shall be handwritten or typed with (black or blue) ink. Any erasures or corrections must be initialed by the Proposer in ink. Handwritten submissions must be legible.

5.6 **LATE PROPOSALS**

Late proposals will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised within five (5) days of the Solicitation Opening, the late unopened proposal will be disposed.

5.7 **SOLICITATION OPENING**

Proposers are welcome to attend the solicitation opening; however, attendance is not mandatory. Proposals shall be opened and publicly announced on the date, time and location specified on the Request for Proposals, unless otherwise stated in the form of an addendum. Proposals Received will be posted within two (2) business days to DemandStar and the City's website.

5.8 **REQUIRED INFORMATION**

Proposers shall follow all instructions and provide all required information and forms to be considered for award. Proposers wishing to qualify for consideration of exception for all or any portion of the RFP shall provide a hand printed or typed explanation attachment to be submitted with the proposal.

5.9 **PROPOSAL EXAMINATION**

In accordance with Chapter 119, Florida Statutes, solicitation files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the solicitation opening, whichever is earlier. Solicitation files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

5.10 CONFIDENTIAL INFORMATION

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. **Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed."** By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

5.11 ADDENDA

Addenda may be issued in response to any inquiry received by the Question/Answer deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the **Proposer's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting proposal.** The Proposer is required to submit with its proposal, all addenda signed. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issues shall prevail.

5.12 SCRUTINIZED VENDOR CERTIFICATION

Proposer certifies that it is not listed on **(a)** the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; **(b)** the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or **(c)** is engaged in business operations in Cuba or Syria. Proposer further understands and accepts that any contract issued as a result of this Solicitation shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the City in the event there is any misrepresentation or false certification on the part of Proposer.

5.13 CORRECTIONS, CANCELLATION, & WITHDRAWAL

Proposers may be asked to provide further information after the solicitation opening to determine the responsibility of the vendor.

5.13.1. **Waiver of Technicality:** Information shall not be considered after the bid opening if it has been specifically requested to be provided with the Proposal as this becomes a matter of responsiveness. The Proposal shall be considered responsive if it substantially conforms to the requirements of the RFP. **The City may waive any informality, technicality, or irregularity on any bid.** A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

5.13.2. **Mathematical Errors:** Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.

5.13.3. **Cancellation or Postponement:** The City may cancel or postpone the solicitation opening or cancel the RFP in its entirety prior to award.

5.13.4. **Withdrawal:** Prior to any published bid opening date and time, a Proposer may withdraw his or her Proposal in writing. A fax or email is permitted for this purpose, provided it is confirmed by a telephone call.

5.13.5. **Amendments:** Prior to the published Solicitation Opening date and time, a Proposer may amend the Proposal provided that it is in writing, in a sealed envelope, and identified.

5.14 PROPOSAL GUARANTEE

The Proposer warrants that the unit prices, terms, and conditions quoted in the proposal will be firm for acceptance for a period of not less than ninety (90) days from the solicitation opening date. Such unit prices, terms and conditions will remain firm for the contract period.

5.15 RFP AWARD

The contract/agreement will be awarded to the most responsive and responsible Proposer whose proposal, conforming to the specifications and terms the City considers is most advantageous. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Proposer and post the results on the City's website and DemandStar.

5.16 REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Proposer, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional proposals. More than one proposal from an individual, firm or association under same or different names, will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Proposers, and no participants in such collusion will be considered in future proposals for the same work.

END OF SECTION

SECTION 6 – GENERAL CONDITIONS

6.1 **CONFLICT OF INTEREST**

Contract Award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose any conflict of interest with their proposal, including the name of any employee, board member or elected official(s) of the City of Sebastian; Further, all proposals must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

Should the successful Proposer permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the **Agreement shall be subject to immediate termination by the City.**

6.2 **QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at afraser@cityofsebastian.org. Proposers must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Qualifications and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website (www.cityofsebastian.org) and DemandStar (www.demandstar.com) and it is the Proposer's sole responsibility to assure receipt of all (if any) Addenda.

6.3 **EXCEPTIONS TO SPECIFICATIONS**

Request for exceptions to the specifications shall be listed in the proposal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the proposal to be considered non-responsive.

6.4 **SUBCONTRACTORS AND EMPLOYEES**

The Proposer is required to identify any and all Sub-consultants and/or suppliers that will be used in the performance of the proposed Agreement and to clearly identify in their proposal the percentages of Work to be performed by their Sub-consultants.

6.5 **WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price or terms of the submission by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

6.5.1. In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

6.5.2. The Contractor who is selected for the Project will be required to fully comply with the Project criteria, regardless that the Solicitation may have been based on a variation.

6.5.3. Proposers shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Proposers means and methods, approach to Project, use of new products, and new uses for established products.

FINANCIAL AUDITING SERVICES

6.6 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

6.7 AVAILABILITY OF FUNDS

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian.

6.8 SUSPENSION AND DEBARMENT

City of Sebastian will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM).

6.9 COUNCIL MEETING

The awarded Proposer must be available to attend City Council meetings, when required. The awarded Proposer must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by City representative(s). The awarded Proposer is not required to attend the City Council meeting for approval of award, but attendance is welcome. The date and time of the City Council meeting will be publicly noticed.

6.10 NOTICE TO PROCEED

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Proposer to proceed with the Work has been issued by the City; provided, that such notification shall be superseded by any emergency work that may be required in accordance with the provisions included elsewhere in this RFP and resulting Contract.

6.11 METHOD OF PAYMENT

6.11.1. Florida Prompt Payment Act

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

6.12 SALES TAX

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are **not** exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

6.13 TERMINATION FOR CAUSE AND FOR CONVENIENCE

Any contract resulting from this RFP may be terminated by the City without cause upon thirty (30) days' written notice to the Proposer. In the event of such a termination without cause, the Proposer shall be compensated for all services performed to the City's satisfaction.

6.14 TERMINATION FOR CONVENIENCE

The City, at any time and for any reason may terminate the services and work at the City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and/or the placing of orders for materials, facilities and supplies in connection with the performance of this contract.

6.15 CO-OPERATIVE PURCHASING

It is the intent of the Request for Qualification to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Proposer accepts the right of other Government Entities to "piggyback" purchase from this proposal by mutual consent and where applicable by law. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

6.16 DISCRIMINATION

The Proposer shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations. The City of Sebastian will not knowingly do business with vendors, proposers, or contractors who discriminate on those protected by state and federal law. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City.

6.17 E-VERIFY

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), in the event performance of this Agreement is now will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

6.18 PUBLIC RECORDS

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all PROPOSER's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JEANETTE WILLIAMS, THE CUSTODIAN OF PUBLIC RECORDS AT 772-388-8215 / EMAIL jwilliams@cityofsebastian.org CITY OF SEBASTIAN, 1225 MAIN STREET, SEBASTIAN, FLORIDA 32958.

6.19 PROTEST PROCEDURE

Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Procurement/Contracts Manager. The protest shall be submitted in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

6.19.1 Decision - If the protest is not resolved by mutual agreement, the Procurement/Contracts Manager shall promptly investigate the basis of the protest and, after consultation with the City Manager, originating department, the City Attorney and any other person or entity deemed necessary, the Procurement/Contracts Manager shall issue a decision in writing. A copy of the decision shall be furnished immediately to the protestor and any other party determined by the Procurement/Contracts Manager to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

6.19.2 Administrative Review – If the protestor disagrees with the decision of the Procurement/Contracts Manager, the protestor may appeal the decision to the City Manager and/or City Council, provided written notice of such appeal shall be submitted by the protestor to the Procurement/Contracts Manager within seven (7) calendar days of receipt of the decision.

6.19.3 Stay of Procurement – In the event of a timely and properly filed protest, the Procurement/Contracts Manager shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the City.

6.20 LOCAL VENDOR PREFERENCE

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

Sec. 2-11. Local Vendor Preference Policy

(a). *Definitions.*

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or proposal is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

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(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or proposal. Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a proposal or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

(1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business PROPOSER.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest local area business PROPOSER declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive PROPOSER.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

(2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.

(d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:

FINANCIAL AUDITING SERVICES

- (1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
 - (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
 - (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
 - (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
 - (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid submitted by a qualified and responsive local area business is greater than \$25,000.00; or
 - (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.
- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.
- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

END OF SECTION

SECTION 7 – FORMS

STATEMENT OF NO RESPONSE

If your firm is does not intend on submitting a proposal, please complete and return this form prior to the Solicitation Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail to:

CITY OF SEBASTIAN
ATTN: PROCUREMENT
1225 MAIN STREET
SEBASTIAN, FLORIDA 32958

Company's Name: _____
Company Address: _____
Phone No: _____

We are not responding to RFP #20-02 Financial Auditing Services for the following reason(s) (mark all that applies):

- _____ ***Do not offer the good(s) or service(s) required***
- _____ ***Our schedule would not permit us to perform responsibly***
- _____ ***Unable to meet specifications/scope of services***
- _____ ***Unable to meet minimum requirements***
- _____ ***Insufficient time allowed for preparation of response***
- _____ ***Project/Budget too small***
- _____ ***Specifications unclear – too vague, rigid, etc. (please explain below)***
- _____ ***Other (please specify below)***

REMARKS

Signature

Print Name / Title

Date

SOLICIATION INFORMATION FORM

Please submit this form to assist us in learning more about how our solicitation opportunities are most often found.

Company's Name: _____

Company Address: _____

Phone No: _____

Please tell us how you found out this Request for Proposal was released/available (mark all that applies):

_____ *Indian River Press Journal (TCPalm)*

_____ *DemandStar/Onvia*


_____ *City of Sebastian Web Site*

_____ *Other (please specify below)* _____

MAILING LABEL

Cut along the outer border and affix this label to the sealed envelope to identify it as a Sealed Solicitation Submittal.

SEALED RFP • DO NOT OPEN	
SOLICITATION #:	RFP #20-02
SOLICITATION TITLE:	Financial Auditing Services
DUE DATE/TIME:	Friday, April 10, 2020 @ 2:00 PM EST
SUBMITTED BY:	Proposer's Name
	Proposer's Address
	Proposer's Address
DELIVER TO:	City of Sebastian ATTN: Procurement Division 1225 Main Street Sebastian, Florida 32958



ELECTRONIC SUBMISSIONS WILL BE ACCEPTED AT VENDORLINK.COM
(Registration Required)

PROPOSAL CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your RFP submission. **This checklist must be submitted as part of the Proposal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Proposers. It simply serves as a guide for the most significant documents to be included in the Proposal and should be enhanced as deemed necessary. It is solely the Proposer's responsibility to read and understand all requirements and adhere to all issued Addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of proposal (bearing original signatures)	
Six (6) copies of proposal	
One (1) electronic copy of proposal (USB)	
Proposal Checklist – FORM A	
Addenda Acknowledgment – FORM C	
Transmittal Letter (<i>Refer to Section 2.1</i>)	
Table of Contents (<i>Refer to Section 2.2</i>)	
TAB #1 – QUALIFICATIONS (<i>Refer to Sections 2.3 - 2.6</i>)	
Company Profile	
Experience	
Project Team (Resumes, Licenses, etc.)	
Peer Review	
TAB #2 – AUDIT APPROACH (<i>Refer to Sections 2.7 – 2.10</i>)	
Project Approach	
Current Workload	
Anticipated Potential Audit Problems	
Report Format	
TAB #3 – REFERENCES (<i>Refer to Sections 2.11</i>)	
Reference List – FORM D	
TAB #4 – FORMS (<i>Refer to Section 2.12</i>)	
Contact Information Sheet – FORM B	
Proposer's Disclosure Questionnaire – FORM E	
Document Notification Affidavit - FORM F	
Subcontractor List – FORM G	
TAB #5 – INSURANCE (<i>Refer to Section 2.13</i>)	
Proof of Insurance	
COST PROPOSAL – SEPARATE ENVELOPE (<i>Refer to Section 2.14</i>)	
Cost Proposal – FORM H	

PLEASE ENSURE THE MAILING LABEL IS AFFIXED TO THE SEALED ENVELOPE.

(See page 25)

IMPORTANT: Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.

FINANCIAL AUDITING SERVICES

CONTACT INFORMATION SHEET

DUE DATE: Proposals due on or before 2:00 PM EST at City of Sebastian ATTN: Procurement 1225 Main Street Sebastian, Florida 32958 Friday, April 10, 2020 Check Addenda for any revised opening dates before submitting your proposal. Proposal(s) received, after the date and time stated above, shall not be considered for award.	RFP NO.: #20-02	RELEASE DATE: 03/02/2020	CONTACT: Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager (772) 388-8231 afraser@cityofsebastian.org
	RFP TITLE: <p style="text-align: center;">FINANCIAL AUDITING SERVICES</p>		
Firm's Name and "Doing Business As", if applicable:			
Federal Tax Identification Number:			
Address: _____ City: _____ State: _____ Zip Code: _____			
Telephone Number: _____ Fax Number: _____			
E-Mail Address of Authorized Representative:			
<p>The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Scope of Work and Drawings (if applicable) and such addenda thereto as may be issued prior to bid opening date.</p>			
<hr/> Signature of Authorized Representative (Manual)			
<hr/> Name of Authorized Representative (Typed or Printed)			
<hr/> Title			

Failure to fully complete and submit this Information Sheet may result in rejection of the submittal

ADDENDA ACKNOWLEDGMENT

Proposer's Name: _____ **Phone #:** _____

RFP Title: Financial Auditing Services **RFP #:** 20-02

Proposer shall indicate below each Addendum received. Acknowledgment confirms receipt and understanding of issues Addenda. Proposer understands that failure to acknowledge any addenda issued may cause their proposal to be considered non-responsive. To confirm the number of addenda (if any), Proposer may contact the Procurement Division at (772) 388-8231.

ADDENDUM #	DATE RECEIVED

No Addenda was received in connection with this solicitation.

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this Form may result in rejection of the submittal

REFERENCE LIST

Proposer's Name: _____

List a minimum of five (5) client references in which auditing services were provided within the last three (3) years, at least 3 of these references should be clients that received the GFOA Certificate for the most recent fiscal year.

Reference #1	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #2	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #3	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #4	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #5	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Failure to fully complete and submit this List may result in rejection of the submittal

PROPOSER'S DISCLOSURE QUESTIONNAIRE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter. Additional sheets may be attached if required.

Proposer's Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No.: _____

Email Address: _____

Federal Identification No.: _____

This Business is: () An Individual () A Partnership () A Corporation

Proposer's License No., if applicable: _____

*Attach certificate of status, competency, and/or state registration

(1) Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years? YES NO

(2) Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? YES NO

(3) Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? YES NO

(4) Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Sebastian. If none, write NONE.

(5) Describe ANY other affiliation or business relationship that may cause a conflict of interest. If none, write NONE.

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

Signature

Date

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the submittal

DOCUMENT NOTIFICATION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ acknowledge that I have legal authorization
(Printed Name)

to contractually bind _____,
(Company Name)

I acknowledge that as part of my response to this solicitation I have read and reviewed copies of the following documents/notifications, attached:

- Conflict of Interest Disclosure
- Drug-Free Workplace Provisions
- Public Entity Crimes Notification
- Non-Collusive Affidavit
- E-Verify Acknowledgement
- Immigration Laws Notification
- Scrutinized Vendor Certification
- No Lobbying Notification
- Debarment and Suspension Certification
- Vendor Performance Acknowledgement

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

The foregoing Affidavit was subscribed and sworn to before me this _____ day of _____, 2020, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

[Notary Seal]

Notary Public Name:

Notary Public Signature:

Notary Commission Expiration:

Failure to fully complete, sign and submit this Affidavit may result in rejection of the submittal

SUB-CONSULTANTS LIST

Proposer's Name: _____ **Phone #:** _____

RFP Title: Financial Auditing Services **RFP #:** 20-02

NOTE: List **all sub-consultants** you invited to bid on this project, whether they were selected or not. If sub-consultants will not be used on this agreement, check the box below. **Form must be submitted with your proposal.** Use additional sheets if necessary.

The City reserves the right to reject any proposals if the Proposer names sub-consultants who have previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

I affirm that **Sub-consultants will not be used to complete projects under this agreement.**

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this Form may result in rejection of the submittal

FINANCIAL AUDITING SERVICES

COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. **The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term, including renewals.** Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order (refer to page 34).

Year	Audit Period Ending	Total Projected Hours	Financial Audit	Single Audit, if required
1	September 30, 2020		\$	\$
2	September 30, 2021		\$	\$
3	September 30, 2022		\$	\$
TOTAL A:			\$	\$
Optional Extension Period 1:				
4	September 30, 2023		\$	\$
5	September 30, 2024		\$	\$
TOTAL B:			\$	\$
Optional Extension Period 2:				
6	September 30, 2025		\$	\$
7	September 30, 2026		\$	\$
TOTAL C:			\$	\$
TOTAL A + B + C:			\$	\$
OPTIONAL PRICING: THESE COSTS <u>WILL NOT</u> BE USED FOR EVALUATION OF COST				
Additional Work				
Role		Hourly Rate		
Partners		\$		
Managers		\$		
Supervisory Staff		\$		
Staff		\$		
Other:		\$		
Authorized Name & Title:				
I am a legal agent of the above named company and am fully authorized to sign and bind the above listed Company to the contract.				
Signature:		Date:		

Failure to fully complete, sign and submit this Form may result in rejection of the submittal



CHANGE ORDER – EXAMPLE

<CHANGE ORDER SHOULD BE ON COMPANY LETTERHEAD>

Date: _____

Client: CITY OF SEBASTIAN

Description of Additional Services:

If these additional services are a result of changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, describe below.

Estimated Completion Date: _____

Estimated Additional Fees: \$ _____

This Change Order is a result of additional or unanticipated efforts, as described above and is required to complete the services assigned. The estimated additional fees above are due and payable upon completion of the services.

If the City agrees with the above description and the estimated additional fees, please authorize below.

AGREED:

CONTRACTOR:

CITY OF SEBASTIAN:

_____ Date: _____

_____ Date: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____