

REQUEST FOR PROPOSALS (RFP)

**ANNUAL AUDIT SERVICES
FISCAL YEARS 2022 THROUGH 2023**

RFP NO. 2022-_____

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

DUE: DATE / TIME

LEGAL NOTICE

The Town of Loxahatchee Groves (the “Town”) is soliciting written proposals from qualified certified public accounting firms duly licensed under Chapter 473, Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy (collectively hereinafter referred to as “Firm” or “Firms”) to provide financial auditing services for the Town for the three (3) fiscal years ending September 30, 2022, 2023 and 2024.

The Request for Proposal (RFP) is open to inspection and may be obtained from the Town Clerk at Town Hall, 155 F Road, Loxahatchee Groves, Florida 33470 or by telephone at _____ or by email at _____; on the Town’s website www.loxahatcheegrovesfl.gov; or through Demandstar.com. Electronic copies are free of charge; however, a non-refundable \$5.00 charge for each hardcopy of the RFP will be required. No pre-proposal conference will be held for this solicitation.

Interested firms shall submit one (1) original, five (5) paper copies and one (1) electronic copy on CD – Rom or flash drive in a clear, concise format, on 8 ½ " x 11" paper in a sealed envelope bearing the name and address of the firm and the words “REQUEST FOR PROPOSAL-ANNUAL AUDIT SERVICES” to the Town **on or before** _____ **p.m. on** _____. No responses will be accepted after that time.

The selection will be in accordance with the RFP, the Town’s Purchasing Code and Policies, Section 218.391, Florida Statutes, and all other applicable federal, state, and local requirements. The Town Council will serve as the Auditor Selection Committee and shall evaluate the proposals submitted by the Firms using criteria as outlined in the RFP. The Town Council will select the firm that is the most qualified firm, which offers the Town the most advantageous opportunity.

In accordance with Section 119.071 of the Florida Statutes, the proposal(s) are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to _____, 155 F Road, Loxahatchee Groves, Florida 33470; email _____.

Dated: _____, 2022

Town of Loxahatchee Groves

Published: _____

I. GENERAL TERMS AND CONDITIONS

1.0 Purpose and Background Information

A. **Purpose.** The Town is soliciting written proposals from qualified certified public accounting firms that are duly licensed pursuant to chapter 473, Florida Statutes and who are qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The successful certified public accounting firm will provide financial auditing services for the Town for the three (3) fiscal years beginning with the fiscal year ending September 30, 2022, and ending with fiscal year ending September 30, 2024. The Town reserves the right to renew the services of the Firm for, which shall be renewed annually, and each renewal shall be for an additional year, not to exceed a maximum of two (2) years. There is no guarantee of a minimum amount of work that will be performed under the contract. The scope of services is anticipated to include, but not be limited to, the services described herein; however, these tasks must not be construed to identify the complete statement of all perspective responsibilities or obligations that will be performed by the Firm. The awarded Firm may be required to perform other auditing job-related duties that will be authorized by the Town Manager. All services shall be performed and completed in compliance with all applicable codes, laws, rules, and regulations governing these services. The Firm shall have all proper licenses as required by law.

B. Background Information.

1. **Generally.** The Town serves an area of ___ square miles, of which ___ square miles is land and ___ square miles in water. The Town has a population of approximately 3,600. The Town's fiscal year begins on October 1st and ends on September 30th. The Town has a Financial Advisory Committee; however, it does not have a finance department and through a combination of staff people and outside contractors, maintains the Town's funds and accounts. More detailed information on the government and its finances can be found in The Town of Loxahatchee Groves audited financial statements and, in the Town's, Annual budget. These documents are available on the Town's website at www.loxahatcheegrovesfl.gov. The Town of Loxahatchee Groves is exempt from any and all state, local and federal taxes.
2. **Federal and State Financial Assistance.** The Town met the threshold for the Single Audit requirements for Fiscal Year Ending 2021 due to receipt of ARPA funds. A single audit is anticipated to be required for Fiscal Year Ending 2022.
3. **Reporting Entity.** The Town is a municipal corporation incorporated in 2006 pursuant to Chapter 2006-328, Laws of Florida, and has the "Council-Manager" form of government. Registered voters elect the Council, and the Council appoints the Mayor and Vice-Mayor annually. The Council appoints the Town Manager, who in turn

performs as the administrator of everyday operations. The Town's major operations include public safety (including building inspection and code enforcement), public works, and general administrative services. The public works function, primarily roads and drainage, is accounted for in a separate Special Revenue Fund, which is more specifically noted below and is primarily funded by special assessments.

4. **Fund Structure.** The Town reports the following major governmental funds: General Fund, Roads & Drainage, Transportation, Local Option Sales Tax, Capital Improvement. The Town has one enterprise fund: Sanitation. The annual budget for all funds is prepared in accordance with generally accepted accounting principles.
5. **Component Unit.** In 2018, the Loxahatchee Groves Water Control District became a dependent district of the Town, which is reported by the Town through its Roads & Drainage Special Revenue Fund.
6. **Pension Plans.** The Town participates in the Florida Retirement System.
7. **Financial Accounting Software.** The Town used Blackbaud Financial Edge software for maintaining all accounting records. The Town also uses a number of other software products and services such as Gov Easy and Pay Easy for the building and code functions and ADP for payroll functions.
8. **Staffing.** The Town has very limited staffing and does not have a Finance Director or a finance department. The Town relies on various administrative staff to process and record daily financial transactions, primarily receipts and disbursements, and on an outside professional to perform bank reconciliations. The Town has a vacant accounting technician position funded and is in process of negotiating a contract for accounting and reporting services.

2.0 Scope Of Services

- A. **Standards.** The audit shall be performed in accordance with generally accepted auditing standards that are set forth by the American Institute of Certified Public Accountants, the standards for financial audits that are set forth in the U.S. Government Accountability Office's Government Auditing Standards, and pursuant to the provisions of Section 11.45 of the Florida Statutes.

These audits are to be performed in accordance with all applicable regulations and requirements of governmental entities, and further requirements of the GFOA Certificate of Achievement including but not limited to:

1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)

2. Government Auditing Standards issued by the Comptroller General of the United States
3. OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations
4. Federal Single Audit Act, as amended
5. Florida Single Audit Act
6. Rules of the Auditor General, State of Florida
7. Rules of the Florida Department of Financial Services
8. Section 218.39, Florida Statutes, and any other applicable Florida Statutes
9. Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.

B. Tasks and Deliverables. The following general tasks and deliverables will be required of the selected Firm:

1. The selected Firm shall perform an annual examination of the basic financial statements to express opinions 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.
2. The Firm shall perform an examination to determine whether the Town's operations are properly conducted in accordance with legal and regulatory requirements.
3. The Firm 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 selected Firm is to perform tests of controls and properly document its assessment. Any significant deficiencies and material weaknesses shall be communicated, in writing, in accordance with those generally accepted auditing standards recognized in the industry.
4. The selected Firm shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards. The selected Firm is not required to audit the combining and individual fund financial statements and supporting schedules. However, the selected Firm is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
5. 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.

6. If applicable, the scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; other applicable Federal laws; and the Florida Single Audit Act.
 7. The selected Firm 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 that are necessary to determine the potential for a deteriorating financial condition.
- C. **Reporting.** Following completion of the audit of the fiscal year financial statements, the selected Firm shall issue the following reports with regard to the basic financial statements of the Town:
1. A report on the basic financial statements. This report must include:
 - a. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles.
 - b. 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 those reasons that such an opinion cannot be issued; and
 - c. 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.
 2. A report on compliance and internal control over financial reporting.
 3. A report on compliance and internal control over compliance applicable to each major federal program and state project.
 4. A management letter and any additional examination reports that are required pursuant to Sections 218.39 and 215.97 of the Florida Statutes, and the Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits, Effective September 30, 2021, which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
 5. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:

- a. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls, and compliance.
6. Irregularities and Illegal Acts. The selected Firm shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to management and/or the governing body.

The selected Firm shall be responsible for the preparation of the draft Comprehensive Annual Financial Report document, and for production/distribution of the final Comprehensive Annual Financial Report document pursuant to the direction of the Town Manager. The annual audit shall also include preparation of the Annual Financial Report of Local Governments (AFR) required by the Department of Financial Services. The Comprehensive Annual Financial Report and the AFR shall be provided in an ADA compliant digital format. All reports shall be issued no later than the deadline for the GFOA Certificate of Achievement program application, which is generally no later than March 31st following the fiscal year under audit.

D. Communications and Reporting to Management.

1. The partner-in-charge will be required to attend at least one public meeting for discussion of the audit report.
2. The selected Firm shall assure themselves that the Town is informed of each of the following:
 - a. The Firm's responsibility under generally accepted auditing standards.
 - b. Significant accounting policies.
 - c. Management judgments and accounting estimates.
 - d. Significant audit adjustments.
 - e. Other information in documents containing audited financial statements.
 - f. Disagreements with management.
 - g. Management consultation with other accountants.
 - h. Major issues discussed with management prior to retention.
 - i. Difficulties encountered in performing the audit.
3. The selected Firm agrees to notify the Town immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Town or any other government client audited by the firm.

4. The selected Firm agrees to notify the Town immediately should there be any disciplinary actions that will be taken, or complaints filed with any regulatory bodies against any of the Firm's staff or the Firm itself.
 5. The selected Firm shall provide the Town with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town.
- E. **Additional Services.** In the event the Town requires or requests additional services during the contractual period covered by the agreement, which additional services may include matters pertaining to grants or operational audits, preparation of bond issues, or management advisory services, or should there be an offer of services in addition to those required by and described in this RFP, the Firm may be engaged to perform these additional services. The total compensation shall be negotiated separately for each additional service that will be provided and shall be based on the hourly billing rates that would be included in the Cost Proposal and Fee Schedule (Exhibit C). The additional services requested by the Town may be encapsulated within the contract pursuant to an amendment that would be executed by both parties.
- F. **Working Papers and Successor/Other Auditors.** All working papers, reports or documents utilized for the audit must be retained at the selected Firm's expense for a minimum of five (5) years, unless the Firm is notified, in writing, by the Town of the need to further extend the retention period. The selected Firm will be required to make those working papers available, upon request, without charge, to any federal or state agency upon request. In addition, the Firm shall respond to the reasonable inquiries of successor and/or other auditors and allow successor and/or other auditors to review working papers relating to matters of continuing accounting significance.
- G. **Timeframe.** Timeliness is critical in the performance of the audit. The selected Firm should endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the Firm and Town staff. The Town will make necessary records available to the selected Firm through the year to assist in this regard. Prior planning and explicit instruction are paramount for timely performance in this regard. The Firm shall provide the Town with a list of all schedules and information to be provided by the Town such as any necessary supporting schedules, reconciliations, and other audit materials, including document retrieval and other research. The templates for all schedules and reconciliations should also be provided if a specified format is required and to simplify the data gathering and production.

3.0 Eligibility and Minimum Requirements

To be eligible to respond to this RFP and be considered for award, the Firm must demonstrate to the satisfaction of the Town that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent

external financial auditor to a municipality or quasi-governmental organization. Firm(s) must meet the following minimum qualifications; failure to meet the minimum qualifications may result in rejection of the Proposal.

- A. The Firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.
- B. An affirmative statement that confirms that the Firm and all assigned key professional staff are properly licensed to practice in Florida.
- C. The Firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- D. The Firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Laws and Rules of Florida Auditor General.
- E. Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- F. The Firm must maintain policies on sexual harassment and hostile work environment. The Firm is expected to be proactive in adhering to those policies and providing for resolutions should any potential issues arise.

4.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is set forth below. The Town, in its sole discretion, may modify, adjust, or change the schedule, in its sole discretion and as the Town deems appropriate for the RFP solicitation. The Town will provide notification of any changes to the schedule by issuing written addenda as delineated below.

The following is an estimated schedule to be followed for this RFP

Advertisement	_____
RFP Available for Distribution	_____
Deadline for Written Questions	_____
Proposals Due Date	_____
Independent Review of Individual Proposals by Selection Committee	_____
Initial Selection Committee Meeting	_____
Presentations (if necessary)	_____
Selection Committee Recommendation to Town Council	_____

Town Council Approval & authorization
to execute Letter of Engagement _____

Any Town Council or Auditor Selection Committee meetings will be held at Town Hall, 155 F Road, Loxahatchee Groves, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Council and Auditor Selection Committee meetings.

5.0 No Oral Interpretations of the RFP; Reviewing RFP; Addenda

No Person is authorized to give oral interpretations of, or make oral modifications to, this RFP. Therefore, any oral statements about the RFP by the Town's representatives, agents or employees shall not be binding on the Town and should not be relied upon by a Firm. By submitting proposals, a Firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each Firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the Firm to ensure that he or she has received and understands all of the pages of the RFP and those provisions set forth therein. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format. If a Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Town of such error, in writing, and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a Firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than _____ **p.m. on** _____, each Firm shall deliver to the Town all of the Firm's questions concerning the intent, meaning and interpretation of this RFP. Each Firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A Firm's questions may be delivered to the Town by hand-delivery, mail, or e-mail but all such submittals shall be in writing and addressed to:

Town of Loxahatchee Groves
_____, Town _____
155 F Road
Loxahatchee Groves, Florida 33470

If revisions to this RFP become necessary, the Town will issue a written addendum. The Town will endeavor to make certain that all participating Firm(s) receive such addendum by posting the addendum on the Town's website (www.loxahatcheegrovesfl.gov). However, it shall be the sole responsibility of every Firm to verify with the Town whether

any addendum have been issued prior to submitting a sealed proposal. If one or more addenda are issued, the Firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit I**. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect the proposals submitted in response to this RFP.

6.0 Cost of Proposal Preparation

The Firm shall assume all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Town shall not be liable for any expenses incurred by the Firm when responding to this RFP, which will include, but is not limited to, the cost of making presentations to the Town.

7.0 Implied Requirements

Any Products and services not specifically mentioned in this RFP, but which are necessary to provide the services described by this RFP, shall be included in the proposal by the Firm. It is intended that this RFP documents set forth and describe the requirements and response format in sufficient detail to ensure that comparable proposal(s) are submitted to the Town.

8.0 Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and whether the Firm's proposal is selected or rejected, which will not nullify this provision or the right of the Town.

9.0 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the statutory requirements established within Chapter 119, known as the Florida's Public Records Law, except as may be exempt or confidential pursuant to Chapter 119 or any other statutory provision or federal law. If any Firm believes its proposal contains exempt or confidential information, the Firm must identify the information at the time of the submission of the proposal to the Town. The failure of the Firm(s) to notify the Town of any alleged exempt or confidential information may result in the waiver of such exemption or confidentiality.

10.0 Legal Requirements

Each Firm must comply with all federal, state, and local laws, ordinances, policies, rules, and regulations that are applicable to this RFP and the work to be performed under the Contract. A Firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

11.0 Cone of Silence

The "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council, the Town Manager, and his employees. Firms interested in submitting a response to this RFP agree not to contact or "lobby" Town Council members or any employee or agent of the Town at any time during the solicitation period and selection process, with the exception of directing questions/requests for clarification through the Town Manager or their designee as noted herein. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP and terminates at the time that the Town Council approves a contract or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

12.0 Drug-Free Workplace

Preference shall be given to a business with a Drug-Free Workplace (DFW) program. Whenever the Town receives two or more proposals that are equal with respect to price, quality, and service, the Town may give preference to the proposal received from a business that completes the attached DFW form, see Exhibit E, and certifies it is a DFW.

13.0 Prohibition on Scrutinized Companies

As provided in Section 287.135(2)(a) of the Florida Statutes, a Firm submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the Firm expressly certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The Firm shall complete the attached Scrutinized Companies Certification Form which is attached here as Exhibit F.

14.0 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list

15.0 Non-collusion

The Firm certifies, through the submittal of its proposal, that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation, or other entity submitting a proposal for the same services and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

16.0 Code of Ethics; Conflict of Interest

This RFP is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, the Palm Beach County Inspector General Ordinance, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. If any Firm violates or is a party to a violation of an applicable Code of Ethics or Inspector General Ordinance, such Firm may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. All Firms must complete the Conflict-of-Interest Form attached hereto as Exhibit D.

17.0 Palm Beach County Office of Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the Firm understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009, and acknowledges those requirements, rights and/or obligations under the ordinance.

18.0 Protest Procedures

A Firm(s) may protest the RFP solicitation in accordance with those provisions delineated within Chapter II, Article V of the Town's Code of Ordinances.

19.0 Insurance

Prior to execution of the resulting contract derived from this RFP, the awarded Firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Firm of its liability and obligations under the resulting contract.

- A. **Professional Liability.** The selected Firm shall maintain during the term of the contract, standard Professional Liability Insurance, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the Firm's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Firm warrants the retroactive date equals or precedes the effective date of the awarded contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the Firm shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
- B. **Commercial General Liability.** The Firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the Firm or by anyone directly or indirectly employed by or contracting with the Firm.
- C. **Worker's Compensation.** The Firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. **Business Automobile Liability.** The Firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned

automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the Firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Firm shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" as an "Additional Insured".

The selected Firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the selected Firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Firm enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the selected Firm for any and all claims under any resulting contract. It shall be the responsibility of the selected firm to ensure that all subcontractors comply with the same insurance requirements herein.

20.0 Indemnification

In consideration of the sum of Twenty-Five Dollars (\$25.00) and other good and valuable consideration, the sufficiency of which the Firm hereby acknowledges, to the fullest extent permitted by law, the Firm shall defend, indemnify and save harmless Town, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by the Firm in the performance of this Contract.

The Parties recognize that the Firm is an independent contractor. Subject to the provisions and limitations of Florida laws, the Firm agrees to assume liability for and indemnify, hold harmless, and defend the Town, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Firm's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Firm against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The

obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, the Firm shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Firm's expense. The Town shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Firm of any of its obligations hereunder. If the Firm assumes control of the defense of any third party claim in accordance with this paragraph, the Firm shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Firm shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Firm has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Sums otherwise due to the Firm under this Contract may be retained by Town until all of Town's Claims for indemnification under this Contract have been settled or otherwise resolved. Any amount withheld pursuant to this Article shall not be subject to payment of interest by Town.

The execution of this Contract by Contractor shall operate as an express acknowledgment that the indemnification obligation is part of the bid documents and/or Contract Documents for the scope of services to be provided to the Town and the monetary limitation on indemnification in this Article bears a reasonable commercial relationship to the Contract.

Nothing in this Article is intended, or should be construed, to negate, abridge or otherwise reduce the other rights and obligations of indemnity that may otherwise exist as to a party described in this Article.

Nothing in this Article is intended to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract, to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

The indemnification obligations set forth herein shall survive the termination and/or expiration of this Contract.

21.0 Litigation concerning RFP and Resulting Contract

The submission of a proposal by a Firm shall serve to confirm the agreement, as follows:

- (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting contract shall be governed by the laws of the State of Florida; and
- (b) the exclusive venue for any litigation concerning this RFP or the contract shall be the state and federal courts in and for Palm Beach County, Florida.

22.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the Firm(s). It is the responsibility of a Firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each firm's own risk. A Firm should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy, or completeness and no Firm or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving responses, may accept or reject any or all responses, may accept responses which deviate from the non-material provisions of this RFP, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town is authorized to determine those qualifications and acceptability of any Firm or Firms submitting a proposal in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission

of a proposal, the Firm agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Firm, including the Firm's affiliates, officers, directors, shareholders, partners, and employees, as requested by the Town. Any action taken by the Town in response to any proposal made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of award, or in any withdrawal, postponement, or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability, or obligation on the part of the Town, or its advisors. Any proposal which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

II. PROPOSAL, SELECTION, AND AWARD INFORMATION

1.0 Proposal Format and Information

Each Firm shall submit one (1) original, five (5) copies, and one (1) electronic copy of their proposal, in a clear, concise format, on 8 ½ X 11 paper. The Proposal(s) must be properly signed in ink by the owner/principal having the authority to bind the firm. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.** Only one proposal may be submitted by each Firm. The **RFP packages shall be submitted to the Town on or before _____ p.m. on _____.**

The proposals must be submitted in a sealed envelope/package that is clearly marked with the name of the proposing Firm and the following: **“Request for Proposal – Audit Services”**.

The format of the proposal shall be as follows:

A. Introduction

1. **Title Page.** Title page shall provide the request for proposals' subject, the Firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be written.
2. **Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal Letter.** This letter will summarize in a brief and concise manner the Firm's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the Firm believes itself to be best qualified to provide the audit services, and a statement that the

proposal remains in effect for one hundred eighty (180) days. An authorized agent of the Firm must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also include a description and history of the make-up and composition of the firm.

B. Technical Proposal.

The purpose of the detailed technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the Firm(s) seeking to provide the services in conformity with the requirements of this RFP. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the Firm and of the particular staff to be assigned to this engagement. It should address all items outlined in the RFP simply and economically, providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following sections must be included:

1. **Audit Approach.** The proposal shall include a description of the proposed audit engagement, with any exhibits or documentation deemed essential, which must include but not be limited to the following phases of the proposed service:
 - Overall approach and methods to achieve a satisfactory audit engagement.
 - Describe involvement of Town staff.
 - Describe the Firm's current workload and its capacity to serve the Town in an effective and timely manner.
 - Provide a workplan and timeline of milestones with a goal of issuing all reports and submitting for GFOA Award by March 31st of each year. This should include any segmentation or phases of the workplan including scheduling and timing/resources required.
 - Identification of audit issues and reporting considerations including but not limited to implementation of GASB pronouncements, new auditing standards and/or single audit requirements.
 - Methodology intended to implement and accomplish the audit, including sampling techniques and analytical procedures.
 - Use of technology in the audit process as well as experience with Blackbaud, ADP, GovEasy/PayEasy, and other cloud-based solutions for small government.
 - Describe process in preparing GASB compliant governmental financial statements and in providing assistance in obtaining the Certificate of Achievement for Comprehensive Annual Financial Reports.

- Philosophy on management letter comments and assisting local governments maximize their limited staff resources to provide accountability and sufficiency of internal controls.
 - Format and/or sample of presentation materials/briefing documents to be provided to Council when reporting audit results.
2. **Experience.** The proposal shall include past performance(s), including the total number of similar locations successfully audited. A proposal will only be considered from qualified Firms. The following information shall be included regarding the Firm's experience in governmental auditing:
- Summary of the Firm's experience with local government clients as well as its personnel and their abilities.
 - Overview of the engagement team and role to be played by each team member. The Firm must designate two (2) "key" members of the audit team. The Town shall reserve the right to approve any substitutions or changes in those staff designated as "key."
 - Identification of audit team member with Certified Information Systems Auditor (CISA) certification who will conduct/oversee the IT controls portion of the audit.
 - Resumes of all persons who will be involved in the engagement(s).
 - Past experience of the Firm and/or individuals assigned to the engagement with the Town and/or its now dependent water control district in any capacity and under any firm name.
 - Minimum of five (5) references for which the Firm provided a similar audit service within the past five years of the scope and nature required by this RFP similar in size to the Town. These references must include, as a minimum: name of company, contact person, email address, and telephone number. References shall include the general description of the project, the dates, and whether timelines were met (Exhibit D).
 - Awards, Recognition, Letters of Commendations and/or Recommendation.
 - Additional relevant information including other services/resources available to local government clients.
3. **Operational Information.** Firms shall submit the following information:
- Office locations. The proximity of the primary office and the ability to address level of service to the Town will be an important evaluation factor.
 - Staffing levels at office locations and impact of remote work.
 - Hours of operation.
 - Contact information for key members of engagement team.
 - Report on most recent external quality review with a statement whether that quality control review included a review of specific government engagements.

The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years.

4. **Cost Proposal and Fee Schedule.** The Firm must propose a fee schedule for use of the service and schedule of fees for completion of all the Audit Services that will be required by the Town.

If it should become necessary for the Town to request the Firm to render any additional work beyond the work contemplated herein, the Town may request the Firm to provide this additional work provided that there is a specific recommendation(s) that is included in any report issued regarding this engagement, then such additional work shall be performed consistent with the proposal costs set forth in Exhibit “C”. Any such additional work that is agreed to between the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed cost proposal. To accomplish the potential additional work, the Firm, at its option, may include all-inclusive pricing for the three subsequent renewal periods.

5. **Disclosures and Forms.** The Firm(s) shall submit the following documents (completed and signed where appropriate):

- Proposer Checklist (see Exhibit A),
- Proposal Submittal Form and Acknowledgment (Exhibit B)
- Conflict of Interest Statement (Exhibit E)
- Drug Free Workplace form (Exhibit F)
- Scrutinized Companies Certification (Exhibit G)
- E-Verify Form (Exhibit H)

2.0 Proposal Evaluation, Selection and Award

The Town Council, serving as the Auditor Selection Committee, will evaluate the proposals submitted by qualified Firm(s) and rank and recommend in order of preference. There shall be no fewer than three Firms deemed to be the most highly qualified to perform the required services after considering the evaluation criteria below. If fewer than three firms respond to the RFP, the Auditor Selection Committee shall recommend such firm(s) as it deems to be the most highly qualified. The ranking of the Firm(s) shall be based on the following criteria:

Criteria	Weight
----------	--------

Qualifications and Experience/Ability of Professional Personnel <ul style="list-style-type: none"> • Quality of the professional personnel to be assigned to the engagement and the quality of the firm's management and support personnel • Availability of qualified personnel • Audit firm meets applicable independence criteria • Key personnel receive adequate continuing professional education • Evidence of licensing, completion of quality control review • Demonstrated experience of performing quality municipal audits • Past experience and performance with CAFR & Single Audits • Technological capabilities • References 	40%
Audit Approach <ul style="list-style-type: none"> • Adequacy of the overall audit plan for the engagement • Approach to documentation and review of the comprehensive framework of internal and administrative controls • Adequacy of proposed staffing plan (hours, level, and percentage of time) for the various segments of the engagement • Adequacy of sampling techniques • Adequacy of analytical procedures • Ability to meet time frames and delivery dates 	40%
Cost Proposal and Fee Schedule <ul style="list-style-type: none"> • Proposed Costs for initial 3-year period • Pricing Structure • Proposed Costs for renewal periods • Additional services hourly rates 	10%
Other <ul style="list-style-type: none"> • Overall completeness, clarity, and quality of proposal • Adherence to specifications and requirements of the RFP, including disclosures and required affirmative statements • Evidence of insurance coverage • Volume of work in progress/ability to meet time deadlines/availability of assigned staff • Location of firm and expected use of remote work • Other resources available/provided (training, tools, technology, etc) 	10%

The Auditor Selection Committee will review all proposals to make a determination as to which Firm is the most qualified to perform the audit(s) for the Town. Upon initial rating and ranking using the criteria evaluation indicated above, the Auditor Selection Committee may choose to conduct an oral presentation. Upon completion of the oral presentation(s), the Auditor 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 presentation. In such circumstances, the initial ranking of the Firm(s) shall be considered only a preliminary ranking until after the oral presentations are completed.

The basis of fees submitted with the proposals will also be considered as one of the factors in the evaluation process, but price will not be construed as the overriding criteria for awarding the contract for audit services. The Firm(s) will be ranked based on their qualifications at the discretion of the Auditor Selection Committee. The Town reserves the right to authorize the Town Manager or designee, with the assistance of the Town Attorney, to further negotiate any proposal, including price, with the highest rated and most qualified Firm. In the event that the Town and the most qualified Firm selected by the Auditor Selection Committee are unable to reach or finalize a contract, then the Town shall be expressly authorized to commence contract negotiations with the next most qualified Firm to perform the audit(s).

3.0 Contract

The successful Firm shall be required to enter into a formal written contract with the Town, which will include its standard terms and conditions and be in accordance with Section 218.391, Florida Statutes, as amended from time to time. The Firm's standard engagement letter may be made part of the contract. The contract may also include a requirement for a monthly itemized bill which indicates how costs have been incurred. This RFP shall be incorporated into the contract. The Town reserves the right to delete or amend any of the services as listed and described in this RFP. The resulting contract shall be for a period of three (3) years with the option to renew annually for a maximum of two (2) year renewal periods. The Option to renew the contract shall be at the sole discretion of the Town. Any renewal will be subject to appropriation of funds by the Town and the terms and conditions of this RFP.

EXHIBIT A
SUBMITTING FIRM CHECKLIST

1) RFP Package must be put together in the order set forth in this checklist:

- _____ Copy of this Checklist (Exhibit A)
- _____ Proposal Submittal Form and Acknowledgment (Exhibit B)
- _____ Proposal Cost Sheet (Exhibit C)
- _____ References (Exhibit D)
- _____ Conflict of Interest Statement (Exhibit E)
- _____ Drug Free Workplace form (Exhibit F)
- _____ Scrutinized Companies Certification (Exhibit G)
- _____ E-Verify Form (Exhibit H)
- _____ Proof of Licenses

2) Any supplemental materials must appear after those listed above and be tabbed “Additional RFP Information”

3) This Exhibit must be included in RFP

EXHIBIT B
PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: _____
2. PRIMARY OFFICE ADDRESS: _____
3. TELEPHONE NUMBER: _____
4. EMAIL: _____
5. CONTACT PERSON: _____
6. FEDERAL ID# OR SSN: _____
7. By submitting a proposal, the firm warrants, represents, certifies, and declares that:
 - A. The firm acknowledges receipt and review of Addenda Nos.: _____.
 - B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
 - C. The firm understands and agrees to all elements, terms, conditions, and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.
 - D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
 - E. Pursuant to section 287.133, Florida Statutes, a person, or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.
 - F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.
 - G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.
 - H. The firm has made a full examination of the Town and its relevant information and is familiar with the conditions that may impact its performance.

- I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.
- J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.
- K. The firm has not divulged or discussed its proposal with any other firm.
- L. The proposal is made based on independent determination of the firm without collusion with other firms in an effort to restrict competition.
- M. The firm has not made any attempt to induce any potential firm from submitting or declining to submit a proposal in response to this RFP.
- N. The firm is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP.
- O. That the firm shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP.
- P. The proposal constitutes an offer to the Town which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening.
- Q. The individual signing on behalf of the firm certifies that he or she is authorized to sign for the firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

EXHIBIT C PROPOSAL COST SHEET

Provide a total all-inclusive maximum price for the provision of the Scope of Services to the Town for each year of the initial contract period shown below. Additionally, the firm may wish to also include the all-inclusive maximum price for each year in the first two-year renewal period.

Period	Financial Statement Audit / CAFR	Single Audit
September 30, 2022,	\$ _____	\$ _____
September 30, 2023,	\$ _____	\$ _____
September 30, 2024,	\$ _____	\$ _____

The above amounts include salary costs, fringe benefits, overhead, operating margin and profit, and all direct (such as but not limited to out-of-pocket, meals/lodging, transportation, etc.) and indirect expenses. The above amounts also include any reproduction costs as well as providing reports in an ADA compliant digital format.

Components of Fee Structure

Position	Financial Audit/CAFR		Single Audit	
	Proposed # of Hours	% Time on Engagement	Proposed # of Hours	% Time on Engagement
Partner				
Manager				
Supervisor Staff				
Staff				
Other (Specify nature, basis & amount)				

Additional Services (If required)

Position	Hourly Rates
Partner	
Manager	
Supervisor Staff	
Staff	
Other	

The hourly rates above shall apply to all services provided under the initial three-year term of the contract.

EXHIBIT D

PROPOSER REFERENCES

Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services).

The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently identified, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level, and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent:	Frequently exceeds client reference's specifications/requirements
Good:	Meets client reference's specification/requirements
Poor:	Frequently does not meet client reference's specifications / requirements

The information for each reference provided should contain at least the following:

Name

Location

Population

Total Budget

Contact Person Name & Title

Contact Phone Number

Contact E-Mail

Contact Fax

Total Years Served by Firm

List of Services Provided Including Dates & Description & Timelines Met/Not Met

EXHIBIT E
CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

EXHIBIT F
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT G
SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

EXHIBIT H
STATE OF FLORIDA E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____