

Notice of RFP Request for Independent External Auditing Services

CITY OF PAHOKEE

REQUEST FOR PROPOSAL: RFP NO. 2024-02

The City of Pahokee (hereinafter "CITY") is soliciting sealed proposals from qualified proposer(s) for supplying:

TITLE: ANNUAL FINANCIAL AUDIT SERVICES

Date of Issuance: July 23, 2024

Proposal Due Date: August 5, 2024

PURPOSE:

The City of Pahokee ("City") is inviting the submission of proposals from qualified Certified Public Accounting firms, whose principal officers are independent certified public accountants and have experience with governmental accounting, to provide independent auditing services, to include an audit of its financial statements and controls. All services to be performed in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants.

The City's budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than **noon on Monday, August 5, 2024**. The proposals shall be opened and read aloud on shortly thereafter.

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SECTION 1: GENERAL INFORMATION

1.1 ISSUING OFFICE:

This Request for Proposal (RFP) is issued for the City of Pahokee, hereinafter referred to as "CITY." The City Manager is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the City Manager's Office or designated officer.

1.2 PURPOSE OF THE PROJECT:

CITY is issuing this RFP to select a vendor to provide annual financial auditing services. The City's budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than noon on **August 5, 2024**. The proposals shall be opened and read aloud on same day.

1.3 PERIOD OF CONTRACT:

The proposed effective date of this Contract will commence upon the effective date of the executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.4 QUALIFICATION OF RESPONDENTS:

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.5 TIMETABLE:

PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

Tentative Schedule

Task Date

RFP Released Tuesday, July 23, 2024

Deadline for Questions by Interested Parties Tuesday, July 30, 2024

Proposal Due Date and Time Monday, August 5, 2024

Evaluation and Shortlist Friday, August 16, 2024

Informal Interviews Friday, August 23, 2024

City Commission Auditor Selection Approval Tuesday, August 27, 2024

NOTE: CITY reserves the right to alter the above activities, dates and times or times at the CITY's sole discretion.

1.6 PROPOSAL SUBMISSION:

All proposals must be submitted on 8 1/2 x 11 inch paper. One (1) unbound original and seven (7) copies of the complete proposal must be received by CITY on due date. The original and all copies must be submitted in a sealed envelope or container. All proposals will be dated "Received" by the City Clerk. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name, Address, Phone Number

Joseph Martin, Interim Director of Finance
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
RFP No. 2024-02

Title: ANNUAL FINANCIAL AUDIT SERVICES

Hand-carried proposals may be delivered to the above address ONLY during office hours, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by CITY. Hand-carried proposals are still due by the due date and time stated above.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor ("Authorized Person"), and vendor must affix their company's corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

The submission of a signed proposal by a proposer will be considered by CITY's as constituting a legal offer by the proposer to perform the required services at the proposed price identified therein.

1.7 DIRECT CONTACT PERSON:

The direct contact person for this RFP is Joseph Martin, Interim Director of Finance, at (561) 924-5534 Ext 2011, e-mail address jmartin@cityofpahokee.com. Proposers are advised that from the date of release until award of the contract, NO contact with CITY and/or designated Audit Selection Committee concerning this RFP is permitted, except as authorized by the City.

1.8 CONE OF SILENCE:

Proposers are advised that the CITY prohibits a proposer or anyone representing the proposer from communicating with any CITY Commissioner, Commission's staff, or any CITY employee authorized to act on behalf of CITY Commissioners to award this contract regarding its proposal. The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that CITY awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

1.9 ADDITIONAL INFORMATION/AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be made in writing and directed to the Director of Finance via fax, e-mail, or U.S. Mail, no later than July 30, 2024. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address. Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and email address. Changes to this RFP, when deemed necessary by the CITY, will be completed only by written amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any amendment to this RFP. Where there appears to be a conflict between the RFP and any amendment issued, the last amendment issued shall prevail. It is the proposer's responsibility to assure receipt of all amendments. The proposer should verify with CITY's designated contact person prior to entering a proposal that all amendments have been received. Proposers are required to acknowledge the receipt of all amendments as part of their proposal.

SECTION2: GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE:

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS:

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The CITY will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS:

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.5) are late and shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION:

The CITY may, at its sole and absolute discretion, can reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

2.6 COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the CITY, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to

commencement of work as defined by a contract approved by CITY.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 NEGOTIATIONS:

The CITY may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 LOCAL PREFERENCES:

In accordance with CITY's and Glades Area goal to entice business to the area, a preference will be given to proposers having an office within Palm Beach County. If a proposer is eligible to receive a local preference in Palm Beach County, the proposer will receive five (5) points. If a proposer is eligible to receive a local preference within the Glades Area, the proposer will receive an additional five (5) points and a total of ten (10) points.

An office means that the proposer has a legitimate office within the Glades Area and/or within Palm Beach County where the proposer will produce a substantial portion of the services. A valid occupational license issued by any of the Glades Area to qualify for the Glades Area local preference and/or the Palm Beach County Tax Collector for the Palm Beach County local preference used to verify that the proposer has an office prior to the issuance of this Request for Proposal.

Please note that the proposal submitted to CITY must be from an address located within the Glades Area and/or Palm Beach County in order for local preferences to apply. The proposer must submit the certification of business location at the time of proposal submission. Failure to submit this information will cause the proposer to not receive a local preference. CITY may require a proposer to provide additional information for clarification purposes at any time prior to the award of the contract.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.11 CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

CITY will require Florida Department of Law Enforcement criminal history information on all persons not employed by the City who repair, deliver, or provide goods or services for, to, or on behalf of the City. The proposer is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

2.12 REVIEW OF PROPOSALS:

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Audit Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.13 EXCEPTIONS TO THE RFP:

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow CITY a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated herein. CITY is under NO obligation to accept any proposed exceptions or alternatives.

2.14 SELECTION PROCESS:

All proposals will be reviewed first by CITY to determine if each proposer has submitted the required information and met all Proposal Requirements. Those proposals fulfilling the Proposal Requirements shall be referred to the Audit Selection Committee for review and further consideration. The Audit Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Audit Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Audit Selection Committee to fairly and accurately evaluate each of the criteria listed. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, and/or any other information may be required, at any time during the selection process, to help the Audit Selection Committee determine the final ranking of proposers. The Audit Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Audit Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria. Upon completion of the Audit Selection Committee's review and discussion of all the responsive proposals submitted, each Audit Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Audit Selection Committee Member's score for each proposal. After the Audit Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and issue a vendor award recommendation to the City Manager for his/her review and consideration and to submit to the City Commission for final approval. Upon the City Commission approval of recommended vendor, the City will endeavor to negotiate a mutually agreeable contract with the selected vendor. In the event that the City is unable to reach agreement with the selected vendor, the City will proceed, at its sole discretion, to negotiate with the next ranked vendor as ranked by the City sequentially until a mutually satisfactory contract is reached. As agreed, to in negotiations with the City, the resulting contract will include the terms and conditions found in a standard City contract, a copy of which may be obtained from the City Clerk, and will incorporate the terms and conditions of this RFP and the selected vendor's proposal.

2.15 EVALUATION CRITERIA:

The evaluation criteria will be based on a maximum of 100 points scale as follows:

1. Experience/Qualifications, max of 30 points.
2. Key Personnel and Operations, max of 25 points.
3. Compliance with required information and proposal requirements, max of 5 points.
4. Price Proposal, max of 20 points.
5. Financial stability and references, max of 10 points.
6. Local Preference Palm Beach County, max of 5 points.
7. Local Preference Glades Area, max of 5 points.

2.16 AWARD OF CONTRACT

The award(s), if any, will be made up of one vendor whose proposal are considered to be the most advantageous to CITY based on the Audit Selection Committee's recommendation after review of every responsive proposal including, but not limited to, price and upon the ultimate City Commission approval.

Upon review and approval of the Audit Selection Committee's recommendation for award, CITY will post the award recommendation at the Clerk's Office for a period of five (5) business days for review by interested parties prior to final approval by CITY Commission of the award. The apparent successful proposer(s) will be notified of the recommendation for award by mail. A contract must be completed and executed by the successful proposer(s) and CITY before it becomes valid and effective. If this condition is not met in a timely manner through no fault of CITY, the CITY, at its sole discretion, may elect to cancel the Recommended Award to that vendor and make the award recommendation to the next most advantageous vendor. This process may continue until such time as the CITY has determined to cancel the procurement in its entirety.

2.17 STANDARD CONTRACT PROVISIONS

The selected proposers will be required to execute a contract approved by CITY in a form similar or identical to the Sample Contract that is a part of this solicitation.

Should any selected proposer and the CITY be unable to consummate a written contract, the CITY may proceed to the next most advantageous proposal as determined by the Audit Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

2.18 COMMENCEMENT OF WORK:

This RFP does not, by itself, obligate CITY. The CITY's obligation will commence when the contract is approved by the City of Pahokee Commission or their designee and upon written notice to the proposer. The CITY may set a different starting date for the contract. The CITY will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by CITY.

2.19 INSURANCE REQUIREMENTS:

Prior to the effective date of the Contract, it shall be the responsibility of the successful vendor to provide:

- 2.19.1 Prior to the approval of a resulting contract, the selected vendor shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder or as otherwise agreed to in the negotiated contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected vendor of its liability and obligations under a resulting contract.

- 2.19.2 The selected vendor shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the selected vendor 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 a resulting contract, whether such operations be by the selected vendor or by anyone directly employed by or contracting with the selected vendor.
- 2.19.3 The selected vendor shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected vendor 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 selected vendor or by anyone directly or indirectly employed by the selected vendor.
- 2.19.4 The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- 2.19.5 All insurance, other than Worker's Compensation, to be maintained by the selected vendor shall specifically include the City as an Additional Insured.

SECTION 3: PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Proposals should be typed, double spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a table of contents. The table of contents outlines, in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to CITY, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Notwithstanding these submittal requirements, the CITY reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the CITY (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive

3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/ REFERENCE INFORMATION

The proposer shall provide:

- 3.1.1 A detailed statement of their firm's experience, qualifications, and background for providing annual financial audit services as requested herein by CITY.
- 3.1.2 A list of past experience in projects related to annual financial audit services as requested herein by CITY.
- 3.1.3 Each proposer must submit a minimum of three (3) references demonstrating the successful provision of annual financial audit services as requested herein by CITY within the past three (3) years.
Each reference should include the following:
 - a. Name of client company, contact names, addresses, telephone/ fax numbers, dollar amount of contracts and dates of service.
 - b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for implementing annual financial audit services as requested herein by CITY.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION The proposer shall provide:

- 3.3.1 An Organizational Chart identifying the structure of firm and the primary responsibilities of the operational staff.
- 3.3.2 A list of key personnel and a complete resume detailing their experience, education, expertise, qualifications and training experience.
- 3.3.3 A designated contact person for coordination and communication between the CITY and Consultant. Please include that individual's title, telephone number, fax number, cell phone number and E-Mail.

3.4 PRICE PROPOSAL INFORMATION

This section of the proposal shall include all goods and services to be provided by the vendor to complete the project as stated in this RFP, the statement of work and the

applicable drawings. The minimum requirements stated in the statement of work shall be included and re-stated in this section of the proposal. A total price for all goods and services shall be provided in this section. Vendor shall submit a flat fee proposal for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor (“Authorized Person”), and vendor must affix their company’s corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

A progress payment not to exceed 50% of the total fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. An additional progress payment of 25% of the total fee may be made upon request of the Successful Proposer, upon submittal of the draft for review. Final payment shall be made upon receipt and acceptance of the final audit report by the City Commission and upon request by Successful Proposer.

Fees for services for auditing work performed for other City departments/agencies will be negotiated with Successful Vendor.

This section shall also include the number of days necessary for the vendor to complete all work upon receipt of a notification to proceed from the City.

Offers will receive up to the maximum points listed in 2.15, based on the reasonableness of the total pricing and competitiveness of these amounts with other offers received.

3.5 VENDOR’S CERTIFICATION

Each vendor submitting a proposal acknowledges, agrees and certifies as follows:

- 3.5.1 The vendor and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
- 3.5.2 The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- 3.5.3 The vendor has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this RFP;
- 3.5.4 The vendor has not divulged or discussed its proposal with other vendor;
- 3.5.5 The proposal is made based on independent determination of the vendor without collusion with other vendors in an effort to restrict competition;

- 3.5.6 The vendor has not made any attempt to induce any potential vendor from submitting or declining to submit a proposal in response to this RFP;
- 3.5.7 The vendor is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- 3.5.8 That the vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- 3.5.9 That pursuant to § 287.133, Fla. Stat., the vendor is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFP and may lawfully accept an award if selected; and,
- 3.5.10 That all information provided in the proposal is true and correct in all respects.

If any vendor or its proposal fails to comply with the foregoing certifications, said failure will include, but may not be limited to, grounds for rejecting that vendor's proposal.

3.6 BUSINESS INFORMATION

Each proposer shall complete a Business Information page on the type of entity i.e., Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship and supporting documentation.

3.7 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

3.8 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION 4: SCOPE OF WORK/SERVICES

4.1 PURPOSE

CITY is issuing this Request for Proposals (RFP) to select a vendor to provide City annual financial audit services.

4.2 GENERAL INFORMATION

Pahokee is one of the thirty-eight (38) municipalities within Palm Beach County located on the shore of Lake Okeechobee in Palm Beach County, Florida. As of 2020, the population recorded by the US Census Bureau was 5,524. Culturally, Pahokee is associated with the Florida Heartland, although officially it is a part of South Florida.

"Pahokee" means 'grassy waters' in the Creek language. The local residents refer to Pahokee as "The Muck" which refers to the mineral rich dark soil in which sugarcane, citrus fruits, and corn are grown. It was once known as the "Winter Vegetable Capital of the World" in its day when the city had thriving commerce. It is also a popular area for tree farms to grow native palm trees and other subtropical tree species. Pahokee once boasted hotels, barber shops, restaurants, clothing stores, amusement

arcades and a theatre. Thereafter, mainly due to the conversion to industrialization of farming the City experienced closure of these businesses aside from a few local grocery stores. The area is also known for its numerous churches of multiple Christian faiths including, Baptist, Methodist and Catholic.

More recently, Pahokee's City Commission and city government have undertaken the task to revitalize the City of Pahokee by pursuing funding and by beginning to implement a number of projects. Due to the City's government limited staffing and expertise, the City of Pahokee is in need to reach out to consulting companies with particular expertise, including annual financial audit services to assist the City of Pahokee.

4.3 SCOPE OF ANNUAL FINANCIAL AUDIT SERVICES

The City is soliciting sealed proposals to select a vendor to provide annual financial auditing services as described in Exhibit A annexed herein.

4.4 RESPONSIBILITIES OF THE CITY

The CITY will provide the following services and data to the CONSULTANT for the performance of each work order:

- a. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- b. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local governments and agencies which the CITY considers pertinent to the CONSULTANT's responsibilities, as described herein.

4.5 RESPONSIBILITIES OF THE CONSULTANT

- a. The CONSULTANT shall perform only those services directly authorized by the CITY.
- b. Progress reports and invoices shall be provided as specified in the task work orders.
- c. All computer analysis will be performed on IBM PC or PC compatible computers utilizing software and analysis techniques approved by the CITY.
- d. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- e. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet NAD83 Zone 3601 and shall be based on the National Grid System where available.
- f. All graphics shall be provided to the CITY in a photo ready reproducible format. When appropriate, maps and graphics should be prepared using the specified GIS software.
- g. All materials will be provided to the CITY in both hard copy and electronic format.
- h. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY's computer systems. Computations based on computer programs other than the CITY's must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the Consultant must be granted permission to do so by the CITY.

EXHIBIT "A"
SCOPE OF ANNUAL FINANCIAL AUDIT SERVICES

This scope of work contains the minimum goods and services required by the City to complete annual financial audit services.

1.1 Background Information

The City is soliciting proposals from qualified and experienced independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the City. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The City operates under a City Commission/City Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (planning-zoning, building inspections), code enforcement, parks, culture-recreation, public improvements, general administrative services, marina and cemetery. The City employs approximately 45.

City's Annual Financial Report for the year ended 2022, Management Letter and City's responses for the year ended 2022, will be available in electronic form. The City's approved budget for the year ending 2023 is available in electronic form. Prior audit reports and budgets are available to proposers as requested to aid their response to this request for proposals.

1.2 Funds to be Audited

The City uses the following fund types:

- Governmental Funds
 - General Fund
 - Permanent Fund
 - Henderson Endowment Fund
 - Special Revenue Fund
 - ARPA Fund
 - Debt Service Fund
 - Capital Project Fund
- Enterprise Funds
 - Marina & Campground Fund
 - Cemetery Fund

1.3 Performance Requirements / Scope of Work

- A. All audit services contemplated shall be performed in compliance within the requirements of:

- 1) Chapter 79-589 and any other applicable Florida Statutes
- 2) Regulations of the State of Florida Department of Banking and Finance
- 3) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349 Florida Statutes).
- 4) Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants
- 5) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget
- 6) United States Single Audit Act of 1984
- 7) United States Single Audit Act Amendments of 1996
- 8) State of Florida Single Audit Act
- 9) Statements on Auditing Standards (GAAS)
- 10) Government Auditing Standards, issued by the Comptroller General of the United States
- 11) Generally accepted governmental accounting standards
- 12) Governmental Accounting Standards Board (GASB)
- 13) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.

B. The City expects the auditor to express an opinion on the presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.

The auditor shall also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information or the statistical sections contained in the Annual Financial Report.

C. The audit shall be an annual audit as defined in section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.

D. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the City with any required letters and schedules related to this audit.

E. The audit shall also include preparation and review of the annual financial report provided to the Department of Banking and Finance to assure consistency with the Annual Financial Report.

F. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the City no later than March 1st following the end of the fiscal year under audit. These letters shall be included in the Annual Financial Report by the City.

The auditor shall submit, not later than March 1st following the end of the fiscal year under audit, a full and complete management letter which shall identify

- G. any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the City's intent that all fieldwork related to the audit shall be completed by February 1st following the end of the fiscal year under audit.
- H. The auditor shall provide the City 25 original copies of the Annual Financial Report as well as an electronic version. The City shall provide the report covers and sufficient letterhead for the transmittal letter.
- I. The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with City Manager or designee, or the City Commission, as deemed necessary.
- J. The auditor shall prepare and submit a draft of the Annual Financial Report to the City of Pahokee, not later than November 5th and a final report by November 12th following for the fiscal year ended September, 30, 2023 and subsequent year audit in accordance with the DFS deadline. Report on the financial condition of the City of Pahokee, or deterioration thereof, in accordance with the rules of the Auditor General. In addition, the auditor shall also:
 - a. Implement recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
 - b. Shall review applications for annual Certificate of Achievement for Excellence in Financial Reporting.
- K. Timeliness is critical in the performance of the audit. After the first year, the auditor should coordinate with the Director of Finance and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and City staff. The City will make necessary records available to the auditor through the year to assist in this regard. In addition, the City will make end-of-year records available to the auditor on or before November 30th after the end of the fiscal year under audit.
- L. The auditor shall report to the City, at least weekly, the status of any potential audit adjustments so that the City may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the City no later than one week following the issuance of the financial report year under audit.
- M. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate officials and included in a separate letter to the City Commission.

The City may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose

- K. financial statements or an extraction from the Annual Financial Report. The auditor shall be required to issue, upon request, “comfort letters” and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City of Pahokee shall be included in the base fee submitted by Vendor.
- L. The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City of Pahokee in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the City as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

- M. The auditors agree to notify the City immediately if any regulatory or other government agency requests a review of the audit work papers concerning the City or any other government client audited by the audit firm.
- N. The auditor agrees to notify the City immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm’s staff or the firm itself.
- O. The auditor must designate one (1) “key” member of the audit team. The City shall reserve the right to approve any substitutions or changes in those staff designated as “key”.
- P. Auditor shall provide the City with a copy of each external quality control review (peer review) conducted during the time period engaged by the City. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Vendor should state so in the response to the RFP. If available, the Vendor may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm’s name.
- Q. 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. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.
- R. The Successful Vendor shall be required to provide additional services, not specifically addressed above, to other City departments, agencies, Boards, Trusts, etc. who may, from time to time, require auditing services. Services may be contracted with that entity(s) at time of need, and a separate Contract executed for provision of said services.

2.4 Information to be provided to successful vendor 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 printout as 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. The City will prepare confirmation letters for the auditor.
5. Other information requested by the auditor and mutually agreed upon by the Director of Finance.

2.5 Fees for Services

Vendor shall submit a flat fee Proposal for the initial year of the Contract. Fees for the option years shall be at the same terms and conditions of the original year.

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed these amounts.

ADDITIONAL CONSIDERATIONS:

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the City Clerk, at (561) 924-5534 or email at cityclerk@cityofpahokee.com at least seven (7) days before the date that the accommodation is necessary.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: City of Pahokee City Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with City of Pahokee and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with City of Pahokee.

Owner: The term Owner as used in this Contract shall mean the City of Pahokee.

Performance and Payment Bonds: Bonds executed by the Consultant and his Surety, assuring that the Consultant will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Consultant with labor, materials, or supplies, used directly or indirectly by the Consultant in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The City's authorized representative designated to manage the Project.

Proposal Form: The form on which proposals are submitted

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

City: A political subdivision, Incorporated City within Palm Beach County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, a Vice Mayor and three (3) City Commission members.

City Manager: The Manager of City of Pahokee, Florida.

The words **“Work”**, **“Services”**, **“Program”**, or **“Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”**, **“Required”**, **“Permitted”**, **“Ordered”**, **“Designated”**, **“Selected”**, **“Prescribed”**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words **“approved”**, **“acceptable”**, **“satisfactory”**, **“equal”**, **“necessary”**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: www.cityofpahokee.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

“Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“RFQ”).

All communication regarding this solicitation should be sent in writing only to Joseph Martin, 207 Begonia Drive, City of Pahokee, FL 33476.

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City's Code of Ordinances, Florida Statutes and applicable Palm Beach County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

1.6 ADDENDA

The City may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City Manager:

City of Pahokee
Office of the City Manager
207 Begonia Drive,
Pahokee, FL 33476

and,

To the City Attorney:

Law Office of Burnadette Norris-Weeks, P. A.
401 North Avenue of the Arts, Fort Lauderdale, FL
33311 on behalf of the City of Pahokee
email: Bnorris@apnwplaw.com

To the Consultant:

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer’s sole direction, and not employees or agents of City of Pahokee. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

1.15 AWARD OF PROPOSAL

The City also reserves the right to award the contract on a lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

The City also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm’s Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFQ may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFQ.

1. Any protest concerning the RFQ specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFQ.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective

designees, shall certify whether the submission of the response to the RFQ in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFQ unless a written determination is made by the City Manager, that the award pursuant to the RFQ must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the RFQ is presented at a meeting of the Mayor and City

Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFQ in question.

- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City. Poor performance or default, in the City's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Proposer shall furnish in writing to the City the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.22 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

B. The Consultant shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this RFQ shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 561-924-5534.

EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFQ.)

1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

1.27 COPELAND "ANTI-KICKBACK"

Consultant and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.29 QUANTITIES

The City specifically reserves the right to accept all or any part of the Proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the Proposal form by the Proposer.

1.30 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.32 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.34 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five (5) calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.36 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties at a place named by the City, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of

the Florida Department of State, whichever is later.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE: NUMBER):561-924-5534, EMAIL cityclerk@cityofpahokee.com. AND MAILING ADDRESS: CITY CLERK, CITY OF PAHOKEE, 207 BEGONIA DRIVE, PAHOKEE, FLORIDA 33476.

1.37 BEST INTEREST OF CITY OF PAHOKEE

City of Pahokee reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

1.38 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by City of Pahokee.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City.

The selected firm shall provide a Certificate of Insurance listing City of Pahokee as "Certificate Holder" and "City of Pahokee is Additional Insurance as respect

to coverage noted."

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of City of Pahokee and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming City of Pahokee as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Old wick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

NOTE: CITY OF CITY OF PAHOKEE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

1.39 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Consultant shall within ten (10) working days after notification of award.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of proposal opportunities: <https://www.cityofpahokee.com>

City of Pahokee website is the preferred sourcing of notices, addenda, Proposals and other communications. The City is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the City website for information and updates concerning solicitations. Unless otherwise noted, Proposal documents are available at no charge. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.41 DISCLAIMER

City of Pahokee may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to City of Pahokee's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of City of Pahokee, to be the most qualified, shall be submitted to City of Pahokee Commission, and the final selection will be made thereafter with a timetable set solely by City of Pahokee. The selection by City of Pahokee shall be based on the RFQ, which is, in the sole opinion of the City Commission, in the best interest of City of Pahokee. In all cases City of Pahokee shall have no liability to any Proposal for any costs or expense incurred in connection with this RFQ.

1.42 CONFIDENTIALITY

As a political subdivision, City of Pahokee is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of City of Pahokee's evaluation are open to public

inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before City's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFQ.

1.46 MANNER OF PERFORMANCE

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the City, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services

hereunder at the behest of the City. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent Consultant and not as employees and agents of the City.

The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Consultant hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- a. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- b. The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Consultant to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The City Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant and the City reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any

such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Consultant acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by the City, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Consultant may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

- F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
 - 2. Take such action as may be necessary for the

protection and preservation of the City's materials and property.

3. Cancel orders.
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Consultant has not delivered deliverables on a timely basis.
2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the

benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.

5. The Consultant has failed to obtain the approval of the City where required by the Agreement.
6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Consultant has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the City may request that the Consultant, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.

- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.57 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest

in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

1.58 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All Consultants and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. "Conflicts of Interest" Palm Beach County Code of Ordinances.
- F. Florida Building Code (FBC).
- G. Notwithstanding any other provision of the Agreement, Consultant shall not be required pursuant

to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

1.59 FORCE MAJEURE

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

1.60 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the City, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.61 CONFLICT OF INTEREST

The Proposer represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above,

Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Consultant, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the City, except as may be required by law.

1.63 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Palm Beach County.

1.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.66 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

1.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer lists, and prohibition from engaging in any business with the City.

1.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.69 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is

required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

(a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and

(b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract with the State agency.

amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

END OF SECTION

1.70 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.71 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.72 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to *Ode Brecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Ode Brecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the City for a three (3) year period, with two (2) one (1) year renewal options.

2.4 UNAUTHORIZED WORK

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the City and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and

authorization of the City.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact bids@msvfl.gov. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFQ.

2.10 PROPOSER AS AN INDEPENDENT CONSULTANT

It is expressly agreed that the Proposer is an independent Consultant and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.11 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.12 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

2.13 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

END OF SECTION

EVALUATION CRITERIA QUALIFICATIONS:

The Proposer must include the following information for this requirement:

1. Education, experience, and applicable professional credentials of project staff.
2. Resumes of partners, managers and other supervisory staff assigned to this audit, which shall include the following information:
 - Formal education - supplemental education relative to governmental accounting and auditing.
 - Experience in public accounting in general.
 - Experience in private business or government.
 - Experience in auditing governmental units.
 - Membership in various national and state governmental accounting boards, Committees, or associations (past and present); and
 - Professional recognition, such as Certified Public Accounting licenses, Awards, etc.

KEY PERSONNEL AND OPERATIONS:

1. Identify the current partners, managers, and supervisors who will work on the audit including staff from other than the local office, if necessary, for this audit.
2. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
3. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City.
4. Copies of CPA license(s) for all individual CPAs assigned to the audit and for the firm in the State of Florida.
5. Documentation from Florida's Board of Accountant that the licenses described above are indeed active and in good standing.
6. Documentation that all CPAs assigned to the engagement have continuing professional education in governmental accounting as required by the Board of Accountancy.
7. Documentation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".

SPECIFIC AUDIT APPROACH:

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required of this RFP. In developing the work plan, reference shall be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

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

- A. Proposed segmentation of the engagement.
- B. Level of staff to be assigned to each proposed segment of the engagement.
- C. Type and extent of analytical procedures to be used in the engagement.
- D. Approach to be taken to gain and document an understanding of the City's internal control structure.
- E. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- F. Approach to be taken in drawing audit samples for purposes of tests of compliance.

- G. Identify and describe any anticipated potential audit problems, the Proposer's approach to resolving these problems and any special assistance that will be requested from City staff.
- H. Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- I. Include a statement indicating ability to begin work with minimum notice.
- J. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of Services.

PRICE PROPOSAL

Price Proposal Form shall be included in a labeled section. Form must be signed. The annual audit fee and single audit fee must include the number of hours to complete audit for partner, manager, supervisor & staff hours.

ADDITIONAL REQUIRED INFORMATION:

INSURANCE:

Proposer/Consultant shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Consultant's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Consultant shall provide a waiver of subrogation for the benefit of the City. The Consultant shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- A. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- B. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ise) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub consultant or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
- C. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- D. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

LITIGATION STATEMENT:

The Proposer shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm, including any partners and employees of the firm, during the past three (3) years by state regulatory bodies or professional organizations. The Proposer shall provide an explanation of all pending, local office litigation as well as all litigation related to the Proposer's audits of State or Local Government entities.

The Proposer shall describe any litigation or proceeding whereby, during the past three years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

WARRANTY:

Signed and notarized statement warranting that the Proposer is not insolvent, is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under the Contract.

REQUIRED FORMS:

All required forms, attachments, licenses and certificates of insurance shall be included in a labeled.

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

ORAL PRESENTATIONS

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Manager and City of Pahokee Commission without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms.

END OF SECTION

REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Acknowledgement of Addenda
- 7.2 Drug Free Workplace Program
- 7.3 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.4 Indemnification Clause
- 7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 7.6 Anti-Kickback Affidavit
- 7.7 Proposer Questionnaire

7.1 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

_____ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

Firm's Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

7.2 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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 employee 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Firm's Name: _____

Authorizes Signature: _____ Date: _____

Printed Name: _____

7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”“... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

City of Pahokee prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,
Transportation, lodging, or parking, Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Firm’s Name: _____

Signature: _____ Date: _____

Printed Name: _____

Failure to sign this page may render your bid non-responsive.

7.4 INDEMNIFICATION CLAUSE

The Consultant shall indemnify, defend and hold harmless the City Commission, City of Pahokee and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the Consultant's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Consultant or negligent act or omission of the Consultant, any Sub consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm's Name: _____

Signature: _____ Date: _____

STATE OF FLORIDA COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]

signature in the space provided above on this ____ day of _____, 20____

NOTARY PUBLIC

7.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC ENTITY CRIMES

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

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

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement ----- _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day _____, 20 _____

Personally known _____ OR Produced the following

identification _____

Notary Public – State of _____

NOTARY PUBLIC

(Printed Name)

My commission expires: _____

7.6 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF } SS:
}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of City of Pahokee, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an Officer of the Corporation.

By: _____

Signature: _____

Title: _____

Sworn to and subscribed before me this _____ day _____, 20 _____

Personally known _____ OR Produced the following

identification _____

Notary Public – State of _____

NOTARY PUBLIC

(Printed Name)

My commission expires: _____

City of Pahokee Response Form

QUESTIONNAIRE

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: _____

2. Doing Business as / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No.(FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation): _____

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in) _____

Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Firm’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the City. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

12. How many years has your firm been in business while providing the services offered within this solicitation? years.

13. Is your firm’s business regularly engaged in and routinely providing the services offered within this solicitation?

Yes, No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

15. Are your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes, No

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

17. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any City of Pahokee officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any City of Pahokee officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

Firm certifies that this offer is made independently and free from collusion;
or

Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

18. Participation in Solicitation Development (*check one*):

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of City of Pahokee.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of City of Pahokee.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

SAMPLE AGREEMENT (DO NOT COMPLETE)

AGREEMENT No. RFP (Number)

BETWEEN CITY OF PAHOKEE AND (CONSULTANT'S NAME)

THIS AGREEMENT is made and entered into as of this day of, 2024, **by** and between **(Consultant's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Consultant's Address)** (hereinafter referred to as the ("CONSULTANT"), and City of Pahokee, a political subdivision of the State of Florida, having its principal office at _____ Florida _____ (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. Number _____ (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the CITY desires to retain a CONSULTANT to provide independent external auditing services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;

- B. RFQ 2024-02-01 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 **Loss of Funding:** The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by City of Pahokee City Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. COMPENSATION

2.1 Payment shall become due and payable to CONSULTANT upon submission of thereceipt of invoice. Notwithstanding the foregoing the CITY as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3.

NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

To the City:

City Manager's Office
City of Pahokee City Hall
207 Begonia Drive, Pahokee,
FL 33476

Office of the City Attorney
City of Pahokee
Burnadette Norris-Weeks,
P.A.
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

With copy to the:

Finance Director
207 Begonia Drive
Pahokee, FL 33476

CONSULTANT: _____

SECTION 4.

MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5.

INDEPENDENT CONSULTANT

5.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6.

INDEMNIFICATION.

6.1 For other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.2 Nothing herein shall be construed to extend the CITY'S liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 7.

GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Palm Beach County.

SECTION 8.

RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within the City and the CITY may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data

relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of City of Pahokee as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify 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. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 11. EQUAL EMPLOYMENT

11.1 During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

13.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or sub consulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or sub consult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the City's custodian of public records, CONSULTANT shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT's work papers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.

- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 561-924-5534, E-MAIL ADDRESS: CITY CLERK, cityclerk@cityofpahokee.com, CITY OF PAHOKEE

SECTION 14. PROMPT PAYMENT ACT.

14.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.

15.1 The CONSULTANT represents that it has provided a list of all current client's subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent

of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

15.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Palm Beach County Conflict of Interest and Code of Ethics Ordinance, as amended; and by City of Pahokee Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all CITY employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 17. ORDER OF PRECEDENCE.

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 18. INSURANCE.

18.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00), naming the CITY as Additional insured. CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT shall furnish to the Finance Director, Joseph R Martin, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 19. NON-EXCLUSIVITY.

19.1 This Agreement is non-exclusive. The CITY retains the right to engage the services of additional third-party CONSULTANTS or assign responsibilities to an employee of the CITY to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 20. ANTI-DISCRIMINATION.

20.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 21. SCRUTINIZED COMPANIES.

21.1 CONSULTANT certifies that it and its sub consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, or its sub consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its sub consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub consultants are placed on the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 22. NO CONTINGENCY FEES.

22.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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SAMPLE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2024.

CONSULTANT

CITY OF PAHOKEE

Signature

City Manager

Name

Date

Title

Approved as to form and legal
sufficiency:

Date

City Attorney

Attest:

City Clerk

City Seal

