

# TOWN OF SOUTHWEST RANCHES, FLORIDA

## REQUEST FOR PROPOSALS for EXTERNAL AUDIT SERVICES

RFP No. 19-003



**Opening Date/Time:** Tuesday April 30, 2019, 11:00 a.m.

**Submit To:** Mara Semper, Procurement and Budget Officer  
13400 Griffin Road  
Southwest Ranches, Florida 33330-2628

**TABLE OF CONTENTS**

CONTRACT DATA.....	P. 4
PUBLIC NOTICE OF REQUEST FOR PROPOSAL (RFP).....	P. 5
INSTRUCTIONS TO BIDDERS.....	P. 6
STANDARD TERMS AND CONDITIONS.....	P. 16
I) INTRODUCTION.....	P. 16
II) SCOPE OF SERVICES.....	P. 16
III) EVALUATION PROCESS AND CRITERIA.....	P. 24
IV) GUIDELINES OF SUBMISSION OF REQUIRED INFORMATION.....	P. 25
TENTATIVE SCHEDULE.....	P. 28

**DOCUMENTS TO BE SUBMITTED**  
**(PLEASE SUBMIT DOCUMENTS IN THE ORDER LISTED BELOW)**

---

PROPOSER INFORMATION .....	P. 29
QUALIFICATION STATEMENT .....	P. 30
SCHEDULE OF PROPOSAL PRICES .....	P. 34
DRUG FREE WORKPLACE .....	P. 36
PUBLIC ENTITY CRIMES STATEMENT .....	P. 37
NON-COLLUSIVE AFFIDAVIT .....	P. 40
CERTIFICATE OF AUTHORITY, IF INDIVIDUAL OR SOLE PROPRIETOR .....	P. 42
CERTIFICATE OF AUTHORITY, IF CORPORATION OR LIMITED LIABILITY COMPANY.....	P. 43
CERTIFICATE OF AUTHORITY, IF PARTNERSHIP .....	P. 44
CERTIFICATE OF AUTHORITY, IF JOINT VENTURE .....	P. 45
GOVERNMENTAL CONTACT INFORMATION .....	P. 46
ACKNOWLEDGEMENT OF CONFORMANCE WITH O. S. H. A. ....	P. 47
BIDDER CONFIRMATION OF QUALIFICATIONS .....	P. 48
BIDDER EXPERIENCE QUESTIONNAIRE.....	P. 50
ACKNOWLEDGEMENT OF ADDENDA .....	P. 51
OUTSTANDING LIABILITY CLAIMS FORM .....	P. 52
ANTI-LOBBYING CERTIFICATION FORM .....	P. 53
W-9 FORM .....	P. 54
PROOF OF CERTIFICATE OF INSURANCE.....	P. 55
STATEMENT OF NO RESPONSE.....	P. 56
COPIES OF VALID LICENSES.....	P. 57

---

**EXHIBITS**

**EXHIBIT “A”** AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

**EXHIBIT “B”** OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

**EXHIBIT “C”** PAST AUDIT FEES

**CONTRACT DATA**

Contract Title: EXTERNAL AUDIT SERVICES

Contract Number: RFP No.: 19-003

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

Designated Contract Manager:  
Martin Sherwood, Town Financial Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

**DATE: March 21, 2019**

**RFP NO. 19-003**

**REQUEST FOR PROPOSALS (RFP)**

**PUBLIC NOTICE OF REQUEST FOR PROPOSALS (RFP)**

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Proposals at the Office of Mara Semper, Town Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Tuesday, April 30, 2019 at which time they will be publicly opened and read for:

**“RFP No.: 19-003 EXTERNAL AUDIT SERVICES”**

The Town of Southwest Ranches is requesting proposals from qualified firms of licensed certified public accountants pursuant to Florida Statutes, Chapter 473, to audit its financial statements for an initial five (5) year period beginning with the fiscal year ending September 30, 2019. These audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

The term of this Agreement shall be for an initial period of five (5) years beginning on the date this Agreement is full executed by both parties; however this Agreement may be extended upon mutual agreement of the Town and the Contractor.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit “A.”

**In accordance with Florida Statutes, Section 119.071(1)(b)(2), proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.**

The Town reserves the right to reject all or any portions of any proposal, to reject all bids, to waive any informality, non-material irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this RFP should be sent via **facsimile** or **emailed** to:

Mara Semper, Procurement and Budget Officer

Phone: 954-434-0008 Ext. 7477

Fax Number: 954-434-1490

Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

## INSTRUCTIONS TO BIDDERS

Proposal packages can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwesteranches.org/procurement/> or by contacting Mara Semper by email at [msemper@southwesteranches.org](mailto:msemper@southwesteranches.org) or calling 954-434-0008 Ext 7477.

### 1. COPIES OF SUBMISSION

One **unbound original**, six (6) bound copies, and one compact disk of the entire Proposal, Proposal Form and required submittal documents in PDF format shall be submitted to the Town of Southwest Ranches at the office of Ms. Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed proposals clearly marked **“RFP No.: 19-003 External Audit Services” must be received by the Procurement and Budget Officer either by mail or hand delivery, no later than 11:00 a.m. local time, Tuesday, April 30, 2019.** A public opening will take place at 11:00 a.m. in the Town’s Grand Oaks conference room located at Town Hall on the same date.

The identity of the Proposers and respective total bid price shall be read aloud. However, neither the proposals nor information set forth therein shall be made public until the time of a notice of an “Intended award” or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is delivered or received will be resolved against the Proposer by the Town.

### 2. ADDENDA OR ADDITIONAL INFORMATION

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by facsimile or E-mail and directed to Ms. Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: [msemper@southwesteranches.org](mailto:msemper@southwesteranches.org). The RFP number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled proposal opening date but no later than noon on Tuesday, April 23, 2019.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwesteranches.org/procurement/> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Proposers are hereby notified that a “Cone of Silence” is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

3. **GUARANTEES**

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

4. **BID WITHDRAWAL**

Any Proposer may withdraw its proposal prior to opening of proposals by providing a written notice to the Town. After proposals are opened, they shall be irrevocable for a period of one hundred and twenty (120) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 120 days have elapsed from the date of the opening of proposals may be debarred.

5. **CONE OF SILENCE**

A Cone of Silence is hereby imposed and made applicable to this RFP, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the Cone of Silence, any person or entity which submits a proposal/response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A "**Cone of Silence**" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

6. **EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS**

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor

further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Additionally, to the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions. It is up to the Proposers to inquire and ascertain what grants/terms apply to this RFP.

7. **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of section 287.133(2)(a), Florida Statutes -"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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

8. **CONFLICT OF INTEREST**

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Bidders must disclose with their Bids, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

9. **TAXES**

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

10. **SUBMISSION OF BIDS**

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Budget Officer on or before the closing hour and date shown on the public notice of this Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

11. **BID FORMS**

Bidders must use the Bid form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid. Also, Bids having an erasure or corrections must be initialed by the Bidder in ink. Bids shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A bid submission in pencil will not be accepted.



12. **MISTAKE**

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract, if awarded, at the Bid price.

13. **LIABILITY, INSURANCE, LICENSING & PERMITS**

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

A. **WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

**C. COMMERCIAL GENERAL LIABILITY:**

Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**D. PROFESSIONAL LIABILITY**

If the Bidder is to provide professional services under this agreement, the Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

**\*All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES  
Attn: Andrew D. Berns, Town Administrator.  
13400 Griffin Road.  
Southwest Ranches, FL 33330

**\*The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

**14. AWARD OF CONTRACT**

The Town reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The final award decision shall be made by the Town Council to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation criteria set forth in this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

**15. BID CONSIDERATIONS**

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

**16. ASSIGNMENT**

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town

hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

**17. DISPUTES**

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

**18. CANCELLATION**

Failure on the part of the awarded Bidder to comply with the terms of this RFP and to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the next lowest, responsive and responsible Bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town.

**19. RELATION TO PARTIES**

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

**20. COMPLIANCE WITH LAW**

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFP and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

**21. WAIVER OF LIABILITY**

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

**22. INDEMNIFICATION**

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its

officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

23. **SECONDARY/OTHER VENDORS**

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this RFP or any Contract awarded.

24. **DEFAULT PROVISION**

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

25. **GOVERNING LAW**

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

26. **REMEDIES FOR BREACH**

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

27. **WRITTEN CONTRACT**

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

## **28. PUBLIC RECORDS LAW**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor 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 contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: [RMUNIZ@SOUTHWESTRANCHES.ORG](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

**29. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

**30. PURCHASING CARD (PCARD) ACCEPTANCE**

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

**[End of Section]**

## **STANDARD TERMS AND CONDITIONS**

### **I. INTRODUCTION**

#### **A. GENERAL INFORMATION**

The Town of Southwest Ranches is requesting proposals from qualified firms of licensed certified public accountants pursuant to Florida Statutes, Chapter 473 and Town Charter Article IV section 4.09, to audit its financial statements for an initial five (5) year period beginning with the fiscal year ending September 30, 2019. These audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39, Comprehensive Annual Financial Report (CAFR) and F.S. 218.39 including final 2017 OMB compliance.

#### **B. TERM OF ENGAGEMENT**

A five (5) year contract term is contemplated, and may be renewed in the sole discretion of the Town. The term of this Agreement shall be for an initial audit period of five (5) fiscal years (fiscal years 2019 to 2023) beginning on the date this Agreement is fully executed by both parties; however this Agreement may be extended upon mutual agreement of the Town and the Contractor. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Request for Proposals advertisement, incorporated herein by reference, this RFP, and the Town's Procurement Code.

### **II. SCOPE OF SERVICES**

#### **A. GENERAL**

The Town of Southwest Ranches is soliciting the services of qualified firms with certified public accountants to audit its financial statements for the fiscal year ending September 30, 2019 and for a five (5) fiscal year term, with the Town having the option to renew the services upon mutual agreement of the Town and the Contractor. All audits and services are to be performed in accordance with the provisions contained in this Request for Proposals, and applicable Federal and State of Florida laws, regulations and requirements. In the event of any inconsistency between the terms of this RFP and applicable law, the more stringent requirement for the services to be performed shall apply.



B. SCOPE OF WORK TO BE PERFORMED

The Town of Southwest Ranches desires the Auditor to express an opinion on the fair presentation of its combining and individual fund and account group Financial Statements and schedules in conformity with generally accepted accounting principles. The Auditor is required to audit and prepare the supporting schedules contained in the Comprehensive Annual Financial Report (CAFR can be found on page 151 in the “Blue Book” Governmental Accounting, Auditing, and Financial Reporting “GAAFR”) based on auditing procedures applied during the audit of the general purpose Financial Statements and the combining and individual fund Financial Statements and schedules.

The auditor shall also be responsible for performing certain limited procedures involving the required Management’s Discussion and Analysis (MDA) and the required supplementary information required by the Governmental Accounting Standards Board as mandated by Generally Accepted Auditing Standards (GAAS).

The auditor may be requested to perform other auditing services at the discretion of the Town. Any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed only upon a written agreement.

C. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
2. The Standards set forth for financial audits under Government Auditing Standards; issued by the Comptroller General of the United States;
3. The provisions of the Federal Single Audit Act (as amended);
4. The provisions of the Florida Single Audit Act, F.S. 215.97 and F.S. 218.39 (as amended);
5. U.S. Office of management and Budget (OMB) Circular 133 and final 2017 compliance supplement as well as the following additional requirements;
6. Florida Statutes;
7. Rules of the State of Florida Department of Financial Services Regulations.
8. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;

9. Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide;
10. Other applicable federal, state and local laws or regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.

**D. REPORTS TO BE ISSUED**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following:

1. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with laws and regulations.
4. A "management letter" required by Section 10.554(g) of the rules of the Auditor General of the State of Florida.
5. Reports required by the Single Audit Act of 1996 and OMB Circular A-133 to include:
  - a. An "in-relation-to" report on the schedules of federal and state financial assistance.
  - b. An opinion on the financial statements and on the supplementary schedule of expenditures of federal awards.
  - c. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - d. A schedule of findings and questioned costs.
  - e. Non-reportable conditions discovered by the auditors shall be reported in the Management Letter required by Florida Statutes, which shall be referred to in the report on internal control structure and compliance.
  - f. A report on compliance with requirements applicable to State grants and aids appropriations.

- g. For any irregularities and illegal acts the auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Town Financial Administrator, Town Administrator and Town Council as appropriate.
- h. Reports as may be required to comply with Florida Statutes, Sections 215.97, and 218.39.

Use of the audited financial statements, opinions or any of the above named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America no later than March 10, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

#### E. SPECIAL CONSIDERATIONS

1. The Town of Southwest Ranches will annually send its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the Town of Southwest Ranches to meet the requirements of that program by providing technical advice to ensure awarding of certification.
2. The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the Comprehensive Annual Financial Report (CAFR).
3. The auditor will assist the Town in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America.
4. The auditor will assist the Town with the Physical production of up to thirty-five (35) printed and bonded colored copies, laminated front and back cover and PDF formatted electronic copy of the CAFR. The Town reserves the option to print financial Statements.
5. The successful company selected will make “good faith effort” that any employee that works on the Town of Southwest Ranches audit will be returned each year to the Town of Southwest Ranches audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

**F. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the Town of Southwest Ranches of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Town of Southwest Ranches,
- U.S. General Accounting Office (GAO),
- Cognizant Agency,
- Auditors of entities of which the Town of Southwest Ranches is a sub-recipient of grant funds,
- Parties designated by the federal or state governments or by the Town of Southwest Ranches as part of an audit quality review process.
- In addition, 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. As requests for copies of working papers are fulfilled, the auditors will be required to notify the Town Financial Administrator of the request, as appropriate.

**G. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the Town of Southwest Ranches. Finance Department staff will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

1. The Town of Southwest Ranches will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices.
2. Any cost or charge incurred not associated with the engagement will be paid by the Auditor.
3. Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The Town will provide the transmittal letter,

management's discussion and analysis, statistical tables and review the update to the notes to the financial statements. Preparation and color printing (up to 35 copies) of the Comprehensive Annual Financial Report (CAFR) shall be the responsibility of the Auditor. The Auditor shall provide printed and bonded colored copies, laminated front and back cover and PDF formatted electronic copy of the CAFR. The cost of the physical production (printing) of the CAFR should be listed separately. The Town reserves the option to print financial Statements. The Town will provide the trial balances for each individual fund and component unit.

## H. BACKGROUND INFORMATION

The Town of Southwest Ranches is approximately 13 square miles, located in Southwest Broward County, and home to over 7,500 residents. The Town is a rural environment, filled with grazing animals, nurseries, farms, exquisite and unique scenery and an abundance of wildlife. The Town of Southwest Ranches' s fiscal year begins on October 1 and ends on September 30.

The following departments provide direct services to the citizens and their activities are accounted for through the General Fund, Special Revenue Funds, and Enterprise Fund (Solid Waste):

- Building Services (Contractual)
- Community Development: Code Enforcement and Zoning (Contractual)
- Planning (Contractual)
- Public Works: Engineering and Community Services
- Transportation/Streets
- Public Safety Police (Contractual)
- Public Safety Fire and Volunteer Fire (Contractual)
- Parks, Recreation and Open Spaces
- Solid Waste (Contractual)

The following departments provide internal support services to the above departments as well as other city departments. They are also accounted for through the General Fund:

- Town Council
- Town Attorney (Contractual)
- Executive
- Finance
- Town Clerk

The Town of Southwest Ranches does not have any Internal Service Funds. The Town of Southwest Ranches has a total payroll of approximately \$1.2 million covering approximately twenty-one (21) full-time and part-time employees.

The Town of Southwest Ranches' s Government is composed of 12 departments. The total budget for Fiscal Year 2019 is approximately \$18 million including \$240,000 for capital projects and one blended component unit in the amount of \$203,330.

More detailed information on the government and its finances can be found in the Town's Annual Budget document, Comprehensive Annual Financial Report, and Code of Ordinances available through the Town Clerk's Office and the Finance Department, located at Town of Southwest Ranches Town Hall or online at [www.southwestranches.org](http://www.southwestranches.org).

**Fund Structure**

The Town of Southwest Ranches uses the following fund types and account groups in its financial reporting:

<b>Fund Type / Account Group</b>	<b>Number of Funds</b>	<b>Number with Legally Adopted Annual Council Budgets</b>
<b>General Fund</b>	<b>1</b>	<b>1</b>
<b>Special Revenue Funds</b>	<b>2</b>	<b>1</b>
<b>Debt Service Funds</b>	<b>1</b>	<b>1</b>
<b>Capital Projects</b>	<b>1</b>	<b>1</b>
<b>Enterprise (Solid Waste) Fund</b>	<b>1</b>	<b>1</b>
<b>Internal Service Funds</b>	<b>N/A</b>	<b>N/A</b>

The number of subfunds may be increased or decreased depending on the Town's requirements.

**Basis of Accounting**

All Governmental Funds are accounted for using the modified accrual basis of accounting. All Proprietary Funds are accounted for using the accrual basis of accounting.

**Pension Plans**

The assets of the Plan are held in trust and are the sole property of the participants; therefore, no balances or financial information is reported in the Town's basic financial statements. The Town of Southwest Ranches participates in the following pension plans:

<b>Plan</b>	<b>Defined Contribution</b>	<b>Deferred Compensation</b>
401 (a) Plan administered by ICMA Retirement Corporation - Management	✓	
401 (a) Plan administered by ICMA Retirement Corporation - General	✓	
Deferred Compensation Plan (457) administered by the ICMA Retirement Corporation		✓

**Component Unit**

The Southwest Ranches Volunteer Fire-Rescue, Inc. (the Department) became a blended component unit of the Town of Southwest Ranches on January 28, 2010 when the members of the Town Council became the Board of Directors of the Department. The Department is legally separate tax-exempt, 501c(4) organization that provides for the protection of human and animal life and property against fire, disaster, natural catastrophe or other calamity within the Town limits of Southwest Ranches. The Town is financially responsible (benefit/burden) for the Department. There are no separately issued financial statements for this component unit.

**Magnitude of Finance Operations**

The Finance Department is headed by Martin Sherwood, Town Financial Administrator and consists of four (4) full time employees in total. The number of employees assigned to each division is as follows:

<b>Function</b>	<b>Number of Employees</b>
Finance Administration	1
General Accounting and Payroll	2
Purchasing and Budget	1
<b>Total</b>	<b>4</b>

**Availability of Prior Audit Reports and Working Papers**

Interested Proposers who wish to review prior years' Comprehensive Annual Financial Reports (CAFR) and management letters will find this information located on the Town's website at: <http://southwextranches.org/departments/finance/financial-reports/>. The successor Auditor may make reasonable inquiries and requests, including review of working papers, relating to matters of continuing accounting significance to the predecessor Auditor.

**Preferred Schedule for Conducting Audits**

The Auditor shall complete each of the following no later than the dates indicated below:

**1. Interim Work**

The Auditor shall complete interim work by September 30<sup>th</sup>.

**2. Detailed Audit Plan**

The Auditor shall provide the Town of Southwest Ranches by August 31<sup>st</sup>, both a detailed audit plan and a list of all schedules to be prepared by the Town of Southwest Ranches.

**3. Fieldwork**

The Auditor shall complete all fieldwork by December 31<sup>st</sup>.

**4. Draft Reports**

The auditor shall have drafts of the audit report and recommendations to management available for review by February 10<sup>th</sup>.

**5. Date Audit May Commence**

The Town of Southwest Ranches will have all records ready for audit and all management personnel available to meet with the firm's personnel as of November 30<sup>th</sup> of each year.

**6. Date Final Report Is Due**

The auditor will deliver the opinion letter, management letter, and all final requested reports on or around March 10<sup>th</sup> of each year. The final report and the up to thirty-five (35) signed copies should be delivered to the Town Financial Administrator, 13400 Griffin Road, Southwest Ranches, Florida 33330.

**III. EVALUATION PROCESS AND CRITERIA**

Evaluation Method and Criteria

- A. Mandatory Criteria: Minimum required Florida municipal experience for the firm and engagement and quality control partners is ten (10) years; additionally, all key supervisory personnel must have successfully completed the number of required hours of continuing professional education (CPE) for CPA’s engaged in governmental auditing pursuant to F.S. 473.312 and governmental auditing standards (yellow book).
- B. A selection committee appointed by the Town of Southwest Ranches will then evaluate proposals submitted meeting the mandatory criteria. Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Organization, Size and Structure of Firm. Qualifications/years of Related Experience Technical Expertise of assigned staff/ Ability of Personnel and to Furnish Required Services	0 – 15
Number of year’s assigned staff has worked Together as an audit team	0 – 10
Overall supervision to be exercised over the Assigned staff by Firms senior management	0 – 15
Firm’s prior experience in performing Governmental/municipal/public Entity audits	0 – 20
Firms understanding of work To be performed/ Specific Audit Approach	0 – 10
Grand Total Price for Audit Services (See part 1 page 34)	<u>0 – 25</u>
Special Consideration and Services (See part 2 page 35)	<u>0 – 5</u>
<b>MAXIMUM POINTS AVAILABLE</b>	<b>100</b>



The selection committee will evaluate proposals submitted by qualified firms meeting the mandatory criteria. The selection committee will short list and rank in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services and in accordance with the evaluation criteria established by this RFP. If fewer than three firms respond to this Request for Proposals, the committee shall recommend such firms as it deems to be the most highly qualified. The Selection Committee may, but is not required to, require presentations or interviews of any or all of the firms, including the short listed firms. In the event that presentations or question and answer sessions are conducted, then those portions of the selection committee meetings shall be exempt from the Sunshine Law as provided by Florida Statutes, Section 286.0113, as amended.

The final award decision shall be made by the Town Council to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation criteria set forth in this RFP and the Town's Procurement Code. The firm selected shall be required to enter into a written contract, incorporating the terms of this RFP, the successful firm's proposal, and such terms and conditions as are acceptable to the Town Council, including but not limited to designation of key personnel, minimum insurance, indemnification and termination for convenience. The auditor's fees shall be fixed for at least the first five years of the contract, and which thereafter may be increased in the sole discretion of the Town on an annual basis and not to exceed the Miami/Fort Lauderdale CPI utilizing 2023 as the base year. The Town Council designates the Town Administrator and Town Financial Administrator for purposes of negotiation of the final contract, and to be prepared by the Town Attorney.

#### **IV. GUIDELINES FOR SUBMISSION OF REQUIRED INFORMATION**

##### **SUBMISSION OF PROPOSALS:**

The following information is required to be received for a proposing firm to be considered:

- 1 **One original (unbound), six (6) bound copies, and one compact disc**, of the entire Proposal should be submitted to the Town of Southwest Ranches at the office of Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330 to include the following:
  - A. **Title Page:** Showing the RFP Subject, firm name, address, telephone and fax numbers of the main contact person, and date of the proposal.
  - B. **Transmittal Letter:** A signed letter of transmittal stating the Proposers' understanding of the work to be performed, a statement why the firm believes itself to be best qualified and experienced to perform the engagement, a projected time frame for completion of the engagement, and a statement that the proposal is a firm and irrevocable offer.

- C. **Detailed Proposal:** Said proposal will demonstrate the proposer's qualifications to perform the Towns audit as it relates to:

Organization, Size and Structure of Firm. Qualifications/years of Related Experience  
Technical Expertise of assigned staff/ Ability of Personnel and to Furnish Required  
Services, Number of year's assigned staff has worked together as an audit team,  
Overall supervision to be exercised over the Assigned staff by Firms senior  
management, Firm's prior experience in performing Governmental/municipal/public  
Entity audits, Firms understanding of work  
To be performed/ Specific Audit Approach, Grand Total Price for Audit Services,  
Special considerations and services.

As such, Proposal substance as it relates to professional experience and qualifications will carry more weight than the cost factor, as it relates to evaluation by the Town. The proposal should address all outlined RFP points in a professional concise manner, and be prepared in a simple and economical straightforward fashion.

- D. **Pricing:** Price proposals shall include the firm's proposed cost to provide all auditing services, reports and services incidental and inferable to complete the work outlined in this RFP by the auditor, and with particular attention to the Scope of the Work, Section II, including the Special Considerations. Firms *shall affirmatively state* that its price proposal provides an all inclusive cost for all of the services outlined and required by this RFP.

The Schedule of Proposal Prices should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to bid is to contain all direct and indirect costs including all out-of-pocket expenses. The Town of Southwest Ranches will not be responsible for expenses incurred in preparing and submitting a response. Such costs should not be included in the proposal.

Part 1 and Part 2 of the Schedule of Proposal Prices should include the following information:

- a) Name of Firm
- b) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town of Southwest Ranches.
- c) A total all-inclusive Maximum Price for the 2019-2023 engagement, including hours and rates for scope of services.
- d) Regular Single State and Federal audits, if required and physical production of CAFR (printing) special considerations and services.

- E. **Rates for Additional Professional Services:** If it should become necessary for the Town of Southwest Ranches to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to

perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in the Required Forms section of this RFP.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**TENTATIVE SCHEDULE OF EVENTS**

The schedule of events, relative to this procurement shall be as follows:

<b>Event</b>	<b>Date (on or by)</b>
1. Issuance of Request for Proposals	Thursday, March 21, 2019
2. Questions and Answers Deadline	Tuesday, April 23, 2019 @ 12:00 noon
3. Opening of Proposals	Tuesday, April 30, 2019 @11:00 a.m.
4. Submission Evaluations	To be announced
5. Presentations from short listed firms	May 2019 (Tentative)
6. Contract Negotiations	May 2019 (Tentative)
7. Award of Contract	Thursday, June 27, 2019 (Tentative)

TOWN reserves the right to delay or modify the scheduled dates and to provide notice to all persons responding to Request for Proposal.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

NAME: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ STATE OR COUNTY: \_\_\_\_\_

LICENSE TYPE: \_\_\_\_\_  
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

BIDDER'S EMAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

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

Title: \_\_\_\_\_ (If the Bidder is a Corporation, affix corporate seal)

**OFFEROR'S**  
**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:                   Town of Southwest Ranches  
Mara Semper, Procurement and Budget Officer

ADDRESS:                         13400 Griffin Road  
Southwest Ranches, Florida 33330

SUBMITTED BY: \_\_\_\_\_

**CIRCLE ONE**

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Individual
- Other

NAME: \_\_\_\_\_

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

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

\_\_\_\_\_

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_
- g. Name and address of Resident Agent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name, and address of all partners who will be assigned and/or have supervisory responsibility for the work on this project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

---

a. Under what other former names has your organization operated?

---

---

---

---

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

---

---

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

---

---

---

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

---

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

---

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

---

(Name)	(Address)	(Phone Number)
--------	-----------	----------------

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

---

---

---



---

11. State the name of the individual who will have personal supervision of the work:

---

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

---

---

---

---

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

---

Signature

State of \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2019 by \_\_\_\_\_ of \_\_\_\_\_, who is

personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

---

NOTARY PUBLIC

---

(Name of Notary Public: Print, Stamp, or type as Commissioned)

**Town of Southwest Ranches  
External Audit Services  
RFP 19-003**

**Schedule of Proposal Prices**

**Part 1**

**Schedule of Professional Fees and Expenses  
For the audit of the September 30, 2019 – 2023 Financial Statements**

	<b>2019 Proposed:</b>		<b>2020 Proposed:</b>		<b>2021 Proposed:</b>		<b>2022 Proposed:</b>		<b>2023 Proposed:</b>	
	<b>Hours</b>	<b>Rates</b>	<b>Hours</b>	<b>Rates</b>	<b>Hours</b>	<b>Rates</b>	<b>Hours</b>	<b>Rates</b>	<b>Hours</b>	<b>Rates</b>
Partners										
Managers										
Supervisory Staff										
Staff										
Other (Specify)										
Other (Specify)										
Total Year 1 - 2019										
Total Year 2 - 2020										
Total Year 3 - 2021										
Total Year 4 - 2022										
Total Year 5 - 2023										
Grand Total Price for Audit Services * (5 Years)										

---

Grand Total Price for Audit Services (5 Years) Written

\* Includes the preparation and editing of the CAFR (not physical production printing).

**NOTE:** Any discrepancy between the written and numerical, the written prevails.

**Schedule of Proposal Prices**

**Part 2**

**Schedule of Professional Fees and Expenses  
For the Audit of the 2019 - 2023 Financial Statements:  
Special Considerations and Services**

<b>Nature of Service to be Provided</b>	<b>Year 1 2019</b>	<b>Year 2 2020</b>	<b>Year 3 2021</b>	<b>Year 4 2022</b>	<b>Year 5 2023</b>
Florida Single Audit (1)					
Federal Single Audit (2)					
Physical Production (printing) of CAFR (3)					
Other (specify)					
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Notes					
(1) Florida Single Audit - up to a maximum of: ___ audits (please specify)	\$	\$	\$	\$	\$
(2) Federal Single Audit - up to a maximum of: ___ audits (please specify)	\$	\$	\$	\$	\$
(3) The Town reserves the option to print its financial statements.					

**NOTE:** There will be at least one (1) Federal Single Audit (FEMA) and possibly two (2) State Single Audits for FY 2019.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**DRUG FREE WORKPLACE**

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 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), any employee who is so convicted or takes a plea.
- 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.

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

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

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

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

for \_\_\_\_\_

whose business address is \_\_\_\_\_

\_\_\_\_\_

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

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 with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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 nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
  - (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). 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 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 Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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.

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 of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

BIDDER: \_\_\_\_\_

**[Signatures on next page]**

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

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

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

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

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

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

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: \_\_\_\_\_





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

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

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

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

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

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

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

My Commission Expires: \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: \_\_\_\_\_



**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:  
  
(SEAL)

BIDDER: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY (If Partnership)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

BIDDER: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY (If Joint Venture)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A corporation existing under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:  
  
(SEAL)

BIDDER: \_\_\_\_\_

**GOVERNMENTAL CONTACT INFORMATION**

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON</b>

BIDDER: \_\_\_\_\_

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

\_\_\_\_\_, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to \_\_\_\_\_'s failure to comply with such regulations.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

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

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

BIDDER: \_\_\_\_\_

**BIDDER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Email: \_\_\_\_\_

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

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

BIDDER: \_\_\_\_\_

**[Signatures on next page]**



State of Florida

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ (Bidder), who is personally  
known to me or who has produced \_\_\_\_\_ as identification and who did (did  
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: \_\_\_\_\_

**BIDDER EXPERIENCE QUESTIONNAIRE**

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

**[Remainder of page intentionally left blank]**

BIDDER: \_\_\_\_\_

## LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Contact information for Project Owner:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone: \_\_\_\_\_

d. Email: \_\_\_\_\_

3. Nature of Claim: \_\_\_\_\_

\_\_\_\_\_

4. Date of Claim: \_\_\_\_\_

5. Resolution Date of Claim and how resolved: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If applicable:

a. Court Case Number: \_\_\_\_\_

b. County: \_\_\_\_\_

c. State: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

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

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE

**INSERT W – 9**

**1 page**

**INSERT PROOF OF INSURANCE**

**STATEMENT OF NO RESPONSE**

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Mara Semper, Procurement and Budget Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

or

Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

**REASONS**

1. \_\_\_\_\_ Do not offer this product/service or equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: -

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

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_



## **EXHIBIT “B”**

### **OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMP-TROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**B. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**E. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

**F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

**H. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement 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 Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

**I. NONDISCRIMINATION**

During the performance of this Agreement, Contractor 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 Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

**L. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

**M. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

**N. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor 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 Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

**P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

**Q. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

**R. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

**Exhibit A**

AGREEMENT BETWEEN

\_\_\_\_\_

AND

TOWN OF SOUTHWEST RANCHES PROVIDING FOR  
EXTERNAL AUDIT SERVICES

This Agreement is made by and between \_\_\_\_\_, a Florida corporation (hereinafter referred to as "\_\_\_\_\_"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on \_\_\_\_\_, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (**RFP**) procuring qualified consultants for External Audit Services; and

WHEREAS, on \_\_\_\_\_, the Town received \_\_\_\_\_ responses to its request; and

WHEREAS, on \_\_\_\_\_ the Town's Selection Committee ("SC"), at a publicly advertised meeting, ranked \_\_\_\_\_ as the highest ranked proposal; and

WHEREAS, \_\_\_\_\_, represents that it is willing and able to provide the required services to assist the Town in providing External Audit Services; and

WHEREAS, the Town Council has determined that the recommendation and ranking of the SC is in the best interests of the Town.

WHEREAS, the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required external audit services in accordance with These audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, \_\_\_\_\_ and TOWN do hereby agree as follows:

**ARTICLE 1  
BACKGROUND, PURPOSE AND INTENT**

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The TOWN and \_\_\_\_\_ find that the method of delivery of Annual Audit Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

**ARTICLE 2  
SCOPE OF SERVICES**

- 21 \_\_\_\_\_ agrees to provide Annual Audit Services in accordance with its response to the Town's Request for Proposals, attached hereto and incorporated herein by reference as Exhibit "D", and in accordance with the requirements identified in RFP 19-003, Request for Proposals for External Audit Services, which this agreement is Exhibit "A" and which is made a part hereof by this reference (hereinafter collectively RFP 19-003, Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" combined shall be referred to as "Scope of Services or "Work". In the event of any inconsistency between the terms of the RFP and applicable law, the more stringent requirement for the services to be performed shall apply.
- 22 \_\_\_\_\_ shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of directly to the Town Council.
- 23 \_\_\_\_\_ agrees that certain books and records may be made available prior to the time when others may be made available, and certain funds may be audited and such audit for those funds completed prior to the time that other funds are so audited and completed. It is contemplated that those funds audited separately and reported separately will be completed and the audit report furnished as soon as possible. Provided no delays are caused by the Town, the financial audit report shall be furnished to the TOWN no later than March 10, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

The TOWN agrees that all records, documentation, and information requested in connection with the audit will be made available subject to Florida Statutes, that all material information will be disclosed, and that \_\_\_\_\_ will have the full cooperation of the TOWN and the Town's agents. As required by generally accepted auditing standards, \_\_\_\_\_ will make specific inquiries of the TOWN about the representations embodied in the financial statements, the effectiveness of the internal control structure, the TOWN'S compliance with certain laws and regulations,

and obtain a representation letter from the TOWN about these matters. The responses to \_\_\_\_\_ inquiries, the written representations and the results of audit tests comprise the evidential matter that will be relied upon in forming an opinion on the financial statements.

24 \_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_ is prohibited from exempting provisions in the RFP or in this Agreement in any of AUDITOR'S reports prepared pursuant to this Agreement.

25 \_\_\_\_\_ agrees and acknowledges that the Town Attorney shall review and approve the litigation disclosures, if any, of the Comprehensive Annual Financial Report (CAFR) prior to its publication.

26 \_\_\_\_\_ agrees and acknowledges that upon execution of this Agreement, \_\_\_\_\_ shall provide in writing, to the Town Financial Administrator, \_\_\_\_\_ contact person, who shall be responsible for the TOWN'S audit. In no event shall \_\_\_\_\_ be permitted to subcontract its work to a third party.

27 Following the completion of the audit of the fiscal year's financial statements, \_\_\_\_\_ shall issue the following to the TOWN: a report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.; a report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk; a report on compliance with laws and regulations; a "Management Letter" as referenced at Florida Statutes, Section 11.45(1)(f), and as may be required by Sections 215.97 and 218.39, Florida Statutes; and any reports required by the Single Audit Act of 1996 and OMB Circular A-133.

28 \_\_\_\_\_ will use good faith effort to have continuity for any \_\_\_\_\_ employee that works on TOWN's audit will be returned each year to the TOWN audit if they are still employed by \_\_\_\_\_ in their Assurance Services Department.

29 \_\_\_\_\_ may be requested to perform other auditing services at the discretion of the TOWN. Any such additional work agreed to between TOWN and \_\_\_\_\_ shall be performed only upon a written agreement, which shall state the specific cost including hours and personnel for such services, prior to the initiation of such services. The Town shall not be liable for any costs or expenses incurred for any work performed without a valid work authorization.

### **ARTICLE 3 TERM OF AGREEMENT**

3.1 This Agreement is for an initial five (5) year period beginning with the fiscal year ending September 30, 2019 and may be renewed annually thereafter upon mutual



agreement of both parties; and pursuant to the terms set forth in Section 4.1 below, unless earlier terminated in accordance with paragraph 3.2 hereof.

3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by the TOWN, with or without cause. \_\_\_\_\_ may terminate this Agreement if \_\_\_\_\_ determines, within thirty (30) days of the TOWN'S receipt of written notice, that \_\_\_\_\_ is unable to obtain necessary information from the TOWN to complete the Work. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. The terminating party must provide thirty (30) days written notice. In the event that \_\_\_\_\_ is terminating for cause, the TOWN shall be given thirty (30) days to cure the alleged default. In the event that this Agreement is terminated, \_\_\_\_\_ shall solely be paid for any Work performed up to the date this Agreement is terminated and \_\_\_\_\_ shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. \_\_\_\_\_ specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than \_\_\_\_\_ sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, \_\_\_\_\_ shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

3.3 In the event of termination or expiration of this Agreement, \_\_\_\_\_ and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from \_\_\_\_\_ to such other person or entity designated by the TOWN, who will assume Annual Audit Services, including the transfers to the TOWN of all files and records in possession of \_\_\_\_\_ which relate to the TOWN'S Annual Audit Services, which are not deemed to be proprietary in nature.

3.4 The TOWN'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than February 10th of each fiscal year and the financial statements and the final signed report delivered to the TOWN by March 10th of each fiscal year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement; however, these dates may be changed each year by the TOWN and \_\_\_\_\_.

#### **ARTICLE 4 COMPENSATION**

4.1 \_\_\_\_\_ shall provide Annual Audit Services, as described in the Scope of Work, to the TOWN for a maximum Annual Fee, which shall be paid in accordance with \_\_\_\_\_ flat rate for services, as delineated in its response to the Town's Request for Proposals and as specifically attached hereto as (Exhibit "D"). The Town, in its sole discretion may add the services specified for Federal Single Audit and Florida

Single Audit at the rate contained therein. After the initial Five Year Term of this Agreement, the maximum Annual Fee shall be negotiated in good faith by both parties. \_\_\_\_\_ acknowledges and agrees that the Annual Fee is the maximum payable to \_\_\_\_\_ and constitutes a limitation upon the TOWN'S obligation to compensate \_\_\_\_\_ for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon \_\_\_\_\_ obligation to perform all of the work required by or which can be reasonably inferred by from the Scope of Services.

- 4.2 Reimbursable Expenses: The parties acknowledge and agree that the Annual Fee includes all miscellaneous costs, and that no further fees, except the flat rate shall be billed to the Town.
- 4.3 By the fifteenth (15th) day of each month, \_\_\_\_\_ shall submit an invoice for its prior month's services. TOWN shall pay \_\_\_\_\_ within thirty (30) calendar days of receipt of \_\_\_\_\_ proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town Administrator or Town Financial Administrator. \_\_\_\_\_ shall provide a complete copy of the working papers to TOWN upon request, unless subject to the Public Records Laws of the State of Florida. TOWN may withhold ten percent (10%) from each billing pending delivery of \_\_\_\_\_ final reports. Additionally, payment may be withheld by the Town Administrator, for failure of AUDITOR to comply with a term, condition or requirement of this Agreement.
- 4.4 The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.
- 4.5 Notwithstanding any provision of the Agreement to the contrary, the Town Administrator or Town Financial Administrator may withhold, in whole or in part, payment (in addition to the ten percent (10%) described above) to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Town Administrator or Town Financial Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- 4.6 Payment shall be made to AUDITOR at:

Auditor's Name  
Address line 1  
Address line 2

- 4.7 \_\_\_\_\_ agrees to keep such records and accounts as may be necessary for a period of at least three years after completion of the Work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 4.8 If it should become necessary for TOWN to request \_\_\_\_\_ to render any additional services to either supplement the services described in the RFP or to perform additional work as a result of the specific recommendations included in any report issued pursuant to this Agreement, such additional work shall be performed only if set forth in an addendum to this Agreement, Work Authorization or written Agreement, which shall be executed in the same formality of the instant Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees and expenses included in the sealed dollar cost bid, or if in subsequent fiscal years, at the agreed upon schedule. The Town shall not be liable for any costs or expenses incurred for any work performed that fails to comply with the requirements of this Paragraph.

## **ARTICLE 5 INDEMNIFICATION, LIABILITY & INSURANCE**

- 5.1 To the fullest extent permitted by laws and regulations of the State of Florida, \_\_\_\_\_ shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by \_\_\_\_\_ or its subcontractors, agents, officers, employees or independent contractors pursuant to the Contract.
- 5.2 Patent and Copyright Indemnification: \_\_\_\_\_ agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of this Agreement.
- 5.3 Work pursuant to this Agreement. TOWN and \_\_\_\_\_ agree that 1% of the compensation due to \_\_\_\_\_ from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for \_\_\_\_\_ agreement to indemnify TOWN and TOWN'S officers, contractors, agents, and employees as provided for in this paragraph. This specific consideration for \_\_\_\_\_ agreement to indemnify is already incorporated in the rate agreed to between TOWN and \_\_\_\_\_. \_\_\_\_\_ agrees to be fully responsible for acts and omissions of its respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be

applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. To the extent considered necessary by the Town Administrator and the Town Attorney, any sums due to \_\_\_\_\_ under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

5.4 Without limiting any of the other obligations or liabilities of \_\_\_\_\_, \_\_\_\_\_ shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by \_\_\_\_\_ for the Work provided by \_\_\_\_\_ pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance coverage to be acquired and maintained by the \_\_\_\_\_ is as follows:

A. **WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:**

Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury

coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**D. PROFESSIONAL LIABILITY**

If the Bidder is to provide professional services under this agreement, the Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

**\*All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES  
Attn: Andrew D. Berns, Town Administrator.  
13400 Griffin Road.  
Southwest Ranches, FL 33330

**\*The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

**ARTICLE 6**

**RELATIONSHIP**

6.1 \_\_\_\_\_ shall perform all of the work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. Services provided by \_\_\_\_\_ shall be subject to the supervision of \_\_\_\_\_. In providing the services, \_\_\_\_\_ or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of \_\_\_\_\_. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 6.2 Neither \_\_\_\_\_ nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

## **ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS**

- 7.1 TOWN shall have the right to audit the nonproprietary books, records, computer records, electronic stored data, and accounts that are related to this Agreement. \_\_\_\_\_ shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. \_\_\_\_\_ shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes). If copies of all records are not turned over to the TOWN upon termination, then \_\_\_\_\_ shall retain such records for the required retention period of the Florida Public Records Act. If the Florida Public Records Act is applicable to TOWN's and/or to \_\_\_\_\_ records, parties shall comply with all requirements thereof. In order to protect the confidentiality or non-disclosure requirements of either federal or state law, all requests for public records shall be made to the TOWN. \_\_\_\_\_ will provide the requested information to the TOWN. In addition, \_\_\_\_\_ shall respond to, the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. In addition, \_\_\_\_\_ shall provide a complete copy of all working papers to the TOWN upon request, unless subject to the Public Records Laws of the State of Florida.
- 7.2 All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the Town of Southwest Ranches of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees: TOWN, U.S. General Accounting Office (GAO), auditors of entities of which the TOWN is a sub-recipient of grant funds, parties designated by the federal or state governments or by the TOWN as part of an audit quarterly review process.

## **ARTICLE 8 REPORTS**

8.1 \_\_\_\_\_ and TOWN shall develop an annual work plan that will specify the Work activities and establish estimated time frame for the delivery of reports during the year.

8.2 \_\_\_\_\_ agrees to furnish TOWN with one unbound original and thirty-five (35) bound printed copies of the annual audit report.

## **ARTICLE 9 SUBCONTRACTING**

9.1 No work shall be subcontracted to other parties, firms, or individuals by \_\_\_\_\_ without the prior written consent of the Town Council, which consent may be unreasonably withheld. \_\_\_\_\_ shall ensure that all subcontractors or sub-consultants performing any Work under this Agreement are bound in writing to all applicable terms and conditions of this Agreement.

9.2 \_\_\_\_\_ shall include the foregoing provision in all agreements between itself and its sub-consultants.

## **ARTICLE 10 OWNERSHIP RIGHTS**

10.1 With the exception of working papers, all work performed and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by \_\_\_\_\_, including but not limited to working papers, unless subject to the Public Records Laws of the State of Florida, whether finished or unfinished, shall be delivered by \_\_\_\_\_ to the Town Administrator within seven (7) days of termination of this Agreement. Any compensation due to \_\_\_\_\_ shall be withheld without interest until all documents are received as provided herein.

## **ARTICLE 11 COOPERATION**

11.1 \_\_\_\_\_ agrees to timely provide the Work specified in this Agreement and further agrees to conduct their work in a cooperative and professional manner. TOWN agrees to timely provide any and all information requested in connection with projects contained in the approved work plan.

## **ARTICLE 12**

## **NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT**

- 12.1 \_\_\_\_\_ shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. \_\_\_\_\_ shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, \_\_\_\_\_ shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 12.2 \_\_\_\_\_ decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
- 12.3 Public Entity Crime Act. \_\_\_\_\_ represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, \_\_\_\_\_ further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether \_\_\_\_\_ has been placed on the convicted vendor list.

### **ARTICLE 13 ENTIRE AGREEMENT**

- 13.1 This Agreement and its attachments constitute the entire Agreement between \_\_\_\_\_ and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are



not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**ARTICLE 14  
CONSTRUCTION**

- 14.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

**ARTICLE 15  
FURTHER ASSURANCES**

- 15.1 TOWN and \_\_\_\_\_ agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

**ARTICLE 16  
COUNTERPARTS**

- 16.1 This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 17  
NO AMENDMENT OR WAIVER**

- 17.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

**ARTICLE 18  
SEVERABILITY**

- 18.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect unless the TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**ARTICLE 19**  
**PROFESSIONAL ASSURANCES**

- 19.1 \_\_\_\_\_ shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional auditors in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. \_\_\_\_\_ represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation, subject to the TOWN providing adequate and accurate books and records. \_\_\_\_\_ shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of \_\_\_\_\_ performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

**ARTICLE 20**  
**NOTICE**

- 20.1 Whenever either party desires to give notice unto the other, such notice must be provided thirty (30) days in advance in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330

And

with a copy to the Town Attorney  
Keith M. Poliakoff  
Saul Ewing Arnstein & Lehr, LLP  
1500 Market Street  
Philadelphia, PA 19102

AUDITOR'S NAME

Address Line 1

Address Line 2

**ARTICLE 21  
RESOLUTION OF DISPUTES**

- 21.1 To prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

**ARTICLE 22  
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL**

- 22.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, \_\_\_\_\_ AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

**ARTICLE 23**

## **ENFORCEMENT; ATTORNEY'S FEES**

- 23.1 The TOWN and \_\_\_\_\_ are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and \_\_\_\_\_ resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party at all tribunal levels, to the extent caused by the malfeasance, negligence, recklessness, or intentional wrongful misconduct of \_\_\_\_\_ and persons employed or utilized by \_\_\_\_\_ in the performance of this Agreement.

## **ARTICLE 24 REPRESENTATION OF AUTHORITY**

- 24.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

## **ARTICLE 25 SURVIVABILITY**

- 25.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 15 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 21 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 22 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIYER OF JURY TRIAL"; and ARTICLE 23 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

## **ARTICLE 26 COMPLIANCE WITH LAWS**

- 26.1 \_\_\_\_\_ shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

## **ARTICLE 27 MISCELLANEOUS**

- 27.1 Materiality and Waiver of Breach: \_\_\_\_\_ and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 27.2 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement. The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement. In the event \_\_\_\_\_ is permitted to utilize subcontractors to perform any services required by this Agreement, \_\_\_\_\_ agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.
- 27.3 \_\_\_\_\_ warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for \_\_\_\_\_, to solicit or secure this 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 \_\_\_\_\_, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 27.4 Drug-Free Workplace. \_\_\_\_\_ shall maintain a drug-free workplace.
- 27.5 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 27.6 Truth-in-Negotiation Certificate. Signature of this Agreement by \_\_\_\_\_ shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate,

complete, and current at the time of contracting.

- 27.7 If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.
- 27.8 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 27.9 \_\_\_\_\_ warrants and represents that it has not employed or retained any company or person, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

### **ARTICLE 28 THIRD PARTY COSTS**

- 28.1 In the event, \_\_\_\_\_ is required to create information or documentation for a third party, which is not currently a public record, but would require the creation of a new record in connection with a legal or administrative proceeding in which \_\_\_\_\_ is not a party; \_\_\_\_\_ efforts in complying with such requests or demands will be deemed a part of this Agreement. \_\_\_\_\_ shall be entitled to compensation for its time for creating and completing the necessary documentation, including out of pocket expenses and legal fees, if any, associated with the creating the information requested by the third party.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2019.

**WITNESSES:**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_(title)  
\_\_\_ day of \_\_\_\_\_ 201\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
\_\_\_ day of \_\_\_\_\_ 201\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 201\_

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

**EXHIBIT “C”**

PAST AUDIT FEES WERE AS FOLLOWS;

Contract is a LUMP SUM contract. All Contract Deliverables are reflected in the lump sum price. All direct and indirect costs are reflected in the contract price.

	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>
Base Fee including printing / binding	\$42,723	\$44,432	\$46,209
Single Audit (if required):			
Federal - up to 2*	\$5,000	\$5,200	\$5,400
State – up to 2 *	\$5,000	\$5,200	\$5,400
Total	\$52,723	\$54,832	\$57,009

\* There were no Federal or State single audits required for all periods presented.

The following applies for this RFP:

The financial statement preparation option includes supplying one (1) color converted (not scanned) PDF copy of the CAFR & thirty-five (35) hard copies. The Town reserves the option to print / bind financial statements.