

LEGAL NOTICE FOR RFP #2020-001

INDEPENDENT AUDITING SERVICES

The Town of Ocean Breeze, Florida is soliciting qualified Certified Public Accounting firms to negotiate for the audit of the Town's financial statements for the fiscal years 2020 through 2022 in accordance with the requirements of Section 218.39, Florida Statutes, that each local government entity shall have an annual financial audit of its accounts and records completed within nine (9) months of each fiscal year-end. This agreement will be awarded for an initial three (3) year period with the possibility of four additional one-year contract extensions.

A complete RFP package may be obtained by contacting the Town Clerk at P.O. Box 1025, Jensen Beach, Florida 34958, by email at townclerk@townofoceanbreeze.org or by calling (772) 334-6826 (Monday – Friday 9:00 am – 2:00 pm). The Town of Ocean Breeze is not responsible for the content of any RFP package received through any 3rd party bid service or any source other than the Town of Ocean Breeze Town Clerk's Office.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the Town Clerk at 772-334-6826 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Firms desiring to provide the services described above shall submit one (1) original and five (5) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposals, containing all of the required information **no later than 12:00 noon, Friday, January 15, 2021**. Submittals will be accepted by hand delivery, overnight delivery or by U. S. Mail. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter. Submit as indicated for overnight or USPS.

Submittal Responses to:

U.S.P.S Mail

Town of Ocean Breeze
Town Clerk
P. O. Box 1025
Jensen Beach, FL 34958

Overnight Fed Ex/UPS/Hand Delivery

Town of Ocean Breeze
Town Clerk
1508 NE Jensen Beach Blvd.
Jensen Beach, FL 34957

Mark outside of envelope: RFP #2020-001 Independent Auditing Services

Publish Date: December 1, 2020

PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to this solicitation for the Town of Ocean Breeze, a municipality located in Martin County, Florida, for qualified Certified Public Accounting firms, hereinafter referred to as the auditor, to express an opinion on the fair presentation of its financial statements for the fiscal years 2020 through 2022 in accordance with the requirements of Section 218.39, Florida Statutes, which requires each local government entity to have completed within nine (9) months of each fiscal year-end, an annual financial audit of its accounts and records. The audit shall be conducted for the purpose of forming an opinion on the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements, and as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Town of Ocean Breeze
Town Clerk
1508 NE Jensen Beach Blvd.
Jensen Beach, FL 34957

1.4 CONTRACT AWARD

The Town of Ocean Breeze anticipates entering into a contract with the proposer who submits the proposal judged by the Town to be most advantageous. In the event the parties are unable to negotiate terms acceptable to the Town, the Town may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The Town reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Town may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the Town, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.6 INQUIRIES

The Town will not respond to oral inquiries. Interested proposers may contact the Town Clerk, regarding questions about the proposal at email: townclerk@townofoceanbreeze.org. The Town will receive written requests for clarification concerning the meaning or interpretation of this RFP, until (14) days prior to the submittal date. Questions shall be emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town through written communication with the Town prior to opening of the proposals.

Respondents may not contact any member of the selection committee. Town employee or Town elected official during this solicitation process. All questions or requests for clarification must be routed through the Town Clerk.

1.7 **TIMETABLES**

The Town and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On Tuesday, December 1, 2020 the Town issues the RFP.
- B. From December 1, 2020 to January 6, 2021 the Town will receive and answer written inquiries received by email.
- C. The Town must receive the proposals by the closing time and date of 12:00 noon on Friday, January 15, 2021.
- D. The Town will review and evaluate the proposals in a timely manner.
- E. Short listed firms may be scheduled for presentations.
- F. The Town may enter into a contract after obtaining appropriate approvals and conducting negotiations. The Town will notify all unsuccessful proposers.
- G. The Town expects to award the contract in March 2021.

1.8 **DELAYS**

The Town may delay scheduled due dates, if it is to the advantage of the Town to do so. The Town will notify proposers of all changes in scheduled due dates by written addenda submitted to the Town.

1.9 **PROPOSAL SUBMISSION AND WITHDRAWAL**

The Town will receive all proposals at the following address:

**Town of Ocean Breeze
Town Clerk
1508 NE Jensen Beach Blvd.
Jensen Beach, FL 34957**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2020-001 "Independent Auditing Services"** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and five (5) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE TOWN MUST RECEIVE ALL PROPOSALS BY
12.00 NOON, JANUARY 15, 2021***

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the Request for Proposal. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of

proposals, it is essential that firms follow the format and instructions contained herein. If the firm so wishes, the proposal may be accompanied by brochures, promotional materials or displays properly identified.

Due to the irregularity of mail service, the Town cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Office, as specified above, prior to the deadline set for receiving proposals. A proposal received after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the Town in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the Town with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the Town and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the Town will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the Town of Ocean Breeze in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The Town will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The Town shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the Town.

All addenda issued by the Town must be acknowledged within the proposal at the time it is submitted to the Town.

1.11 EQUAL OPPORTUNITY

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and coverages as required by the Town.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in F.S. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 **SUSPENDED VENDOR**

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 **ASSIGNMENT & SUBCONTRACTING**

The successful proposer will not be permitted to assign its contract with the Town without obtaining prior written approval of the Town of Ocean Breeze. If a vendor subcontracts or subleases employees for any portion of this contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor or leased employee/firm, and must obtain all the same insurance requirements, licensing, and certification requirements with prior approval by the Town**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Tab 1). If vendor should need to change subcontractor information, changes are subject to the approval by the Town. The Town reserves the right to reject a proposal of any proposer if the proposal names a subcontractor or leased employee who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.16 **PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted"**.

1.17 **PUBLIC RECORDS**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: 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 office of the Town Clerk as the custodian of Public Records for the Town of Ocean Breeze, and all the respective departments at 772-344-6826 or townclerk@townofocceanbreeze.org, Town of Ocean Breeze, Town Clerk, PO Box 1025, Jensen Beach, FL 34958 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. 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 public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.18 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt.

1.19 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Town.

- A. **Contract Period:** A multiple year contract shall be awarded for an initial term of three (3) years subsequent to approval by the proper Town authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the Town agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Town and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the Town of Ocean Breeze with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed seven (7) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Town. Any price increases must be documented and approved by the Town of Ocean Breeze. It is also expected that de-escalation of prices will be extended to the Town if the market so reflects.

1.20 CONTRACT AMENDMENT

This service extends only to those specifically described herein. If upon the request of the Town, the Contractor agrees to perform additional services such as assistance with special financial projects, tax services, grant assistance and management advisory services, the Town shall pay the Contractor for the performance of such additional services a schedule of compensation rates for these various types of additional work shall be included reflecting hourly rates applicable to projects which may be requested and negotiated with the Town.

The Town of Ocean Breeze reserves the right to order, in writing, changes in the work required by GASB or other regulatory/professional entities. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the Town of Ocean Breeze.

1.21 TERMINATION CLAUSES

- A. **Termination for Convenience:** The Town upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the Town upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the Town.

1.22 BACKGROUND INFORMATION

As part of the evaluation process, the Town reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the Town by the Proposer or any of their Owners.

1.23 REFERENCES/RECORD CHECK

As part of the evaluation process, the Town may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. Town is the sole judge in determining Proposer's qualifications.

1.24 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by Town staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the Town may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Town determines that such termination is in the best interest of the Town. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice.

1.25 PRICING AND INVOICING

The Town requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term may be grounds for contract termination. Payment will be paid upon completion and acceptance of the work, net 30 days.

PART II STATEMENT OF WORK

2.1 ELIGIBILITY AND MANDATORY REQUIREMENTS

The proposer should submit the minimum qualifications with their proposal response package to be considered responsive in order for the Town to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive

- A. The principals of the firm(s) have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.
- B. The Proposer must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- C. The assigned professional personnel of the Proposer must have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.
- D. The Proposer is independent of the Town of Ocean Breeze, as defined by generally accepted auditing standards and Government Auditing Standards.
- E. The Proposer must have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, standards in accordance with 2 CFR Part 200 (formerly OMB Circular A-133), Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.
- F. To meet the requirements of this RFP, the audit must be performed in accordance with the following standards:
 - 1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
 - 2. Government Auditing Standards issued by the Comptroller General of the United States
 - 3. Office of Management Uniform Grant Guidance 2 CFR Part 200 (formerly OMB Circular A-133)
 - 4. Federal Single Audit Act, as amended
 - 5. Florida Single Audit Act
 - 6. Rules of the Auditor General, State of Florida
 - 7. Rules of the Florida Department of Financial Services
 - 8. Section 218.39, Florida Statutes and any other applicable Florida Statutes.

2.2 WORK OBJECTIVE

- A. The Town desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States. This RFP describes Financial Audits as required under Florida Statutes Chapter 11.45, F.S. Chapter 218.39, F.S. Chapter 163.387 (8), and the Florida Single Audit Act.

- B. The auditor shall also prepare required management reports and any other reports as may be required. The auditor shall also perform certain limited procedures involving required supplementary information as may be required by Florida State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board and/or the AICPA, as mandated by accounting principles generally accepted in the United States.

C. **Auditing Standards**

1. To meet the requirements of this Request for Proposal and any resulting agreement, the audit shall be performed in accordance with auditing standards generally accepted as set forth by the American Institute of Certified Public Accountants and auditing standards generally accepted as promulgated by the General Accounting Office and the Rules of the Auditor General of the State of Florida, the standards for financial audits. The audit will be a financial audit.
2. Note: The auditor will compile the financial statements and footnotes into one document. The auditor shall be responsible for delivering one electronic original.
3. Irregularities and illegal acts: Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Town Manager and the Town Council.

- D. **Working Papers Retention and Access to Working Papers:** All working papers and reports must be retained at the auditor's office and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available upon request by the Town.

2.3 BACKGROUND INFORMATION

- A. **Type of Government:** The Town of Ocean Breeze was incorporated in 1960 and has a current population of approximately 300 residents. The Town is located in Martin County on Florida's east coast between St. Lucie County to the North and Palm Beach County to the South. The Town has a mayor-council form of government and is governed by a six-member Council. The Town is a legal taxing district with the power to levy ad valorem tax within its boundaries.
- B. The Town's fiscal year is October 1 through September 30.
- C. There are 2 part-time employees and several outsourced professionals that perform duties in the areas of town management/planning, legal, accounting, building official services, and protective inspections among others.
- D. Budgets are adopted annually and expenditures are controlled in accordance with Florida Statutes.
- E. The Town's financial software is Quickbooks. Source documents are filed at the Town Office.
- F. The Town's accounting records for fiscal year ending September 30 will be closed by November 30 each year.

2.4 TIME REQUIREMENTS

- A. Commencement of Audit:** The Town will have all records ready for audit and all management personnel available to meet with the firm's personnel no later than January 1 each year.
- B. Schedule for the Fiscal Year Audit:** Each of the following shall be completed by the auditor no later than the dates indicated.
 - 1. **Fieldwork:** The auditor shall complete all fieldwork on site no later than April 30 each year. Fieldwork is defined as that audit work consisting of data collection, analysis and compilation of financial information to include examples of financial transactions and completing all associated inquiries required to meet audit objectives.
 - 2. **Issuance of Reports and Financial Statement Attestation:** The auditor shall have preliminary financial statements by May 15 each year, with final statements completed by June 15.
 - 3. **Final Audit:** The auditor will provide the Town Council with a presentation about audit findings by June 30 each year.

2.5 ASSISTANCE TO BE PROVIDED TO THE AUDITOR

- A. Work Papers and Documents:** The staff will prepare the work papers for all funds. This will include trial balances and related supporting schedules. Staff will be available to answer questions as may be required.
- B. Office Space and Machines:** Copy machines, office space, fax and telephones will be made available to the successful proposer at no charge.

2.6 SPECIAL CONDITIONS

- A. Laws, Ordinances, Etc.:** The auditor shall observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to this contract.
- B. Venue:** Any contractual arrangement between the Town of Ocean Breeze and the successful proposer shall be consistent with, and be governed by, the ordinances of Martin County, the Town of Ocean Breeze, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and five (5) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

The Proposal will address all the points outlined in the request for proposals. The Proposal must be prepared simply and economically, providing a straightforward, concise description of the Proposers capabilities to satisfy the requirements of the request for proposals. In order to simplify and expedite the evaluation process, please construct the proposal in the format noted below. The response format shall have the required information indicated in each tab. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Town has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Independence

The firm shall provide an affirmative statement that it is independent of the Town of Ocean Breeze as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's (or its proposed subcontractors') professional relationships involving the Town of Ocean Breeze or any of its agencies or component units or oversight unit for the past five (5) years. If applicable, a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit will be included.

In addition, the firm shall commit to giving the Town of Ocean Breeze written notice of any potentially conflicting professional relationships entered into during the period of this agreement.

Tab 2 ~ Firm's Qualifications, Knowledge and Experience

The proposal shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the

circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state or federal regulatory bodies or professional organizations

The firm shall identify the principal staff, including engagement partners, managers, other supervisors, specialists and the assigned "in-charge" who will be assigned to the engagement and indicate whether each such person is (registered/licensed) to practice as a certified public accountant in Florida. The firm shall provide information in the form of resumes on the government auditing experience of each person, *including information on relevant continuing professional education for the past three (3) years* and membership in professional organizations relevant to the performance of this audit.

The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

Tab 3 ~ Audit Approach

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

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

- Show level of staff and number of hours to be assigned to the engagement. Commitment to continuity of the proposed audit team for following years of the agreement will be considered favorably.
- Describe sample size and the extent to which statistical sampling is to be used in the engagement. Define the specific audit procedures to be followed.
- Describe the extent of use of paperless technology in the engagement.
- Define type and extent of analytical procedures to be used in the engagement
- Demonstrate approach to be taken to gain and document an understanding of the Town of Ocean Breeze's internal control structure.
- Identify approach to be taken in determining laws and regulations that will be subject to audit test work.
- Describe approach to be taken in drawing audit samples for purposes of tests of compliance.

Tab 4 ~ Florida Engagements

For the firm's office that will be assigned responsibility for the audit, a separate list of all engagements of audit work in which the firm has participated for Florida governmental entities shall be submitted. Include the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals.

The firm shall list separately all engagements within the last five years for the Town of Ocean Breeze by type of engagement. For each engagement, the firm shall indicate the scope of work, date, engagement partners, total hours by staff type, the location of the firm's office from which the engagement was performed.

Tab 5 ~ Report Format

The proposal shall include sample required reports.

Tab 6 ~ Proposal Form

Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses. The cost proposal shall contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total maximum price to provide the service must contain all direct and indirect costs including all out-of-pocket expenses.

Rates by partner, specialist, supervisory and staff level multiplied by hours anticipated for each. The cost proposal shall include a schedule of professional fees and expenses, presented in an easily understandable format that supports the Total All-inclusive Maximum Price.

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be included in the Total All-inclusive Maximum Price submitted by the firm. No separate payments will be made for Out-of-Pocket expenses.

If it becomes necessary for the Town of Ocean Breeze to request the Auditor to render any additional services to either supplement the services requested in this request for proposal 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 Ocean Breeze and the firm. Any such additional work agreed to between the Town of Ocean Breeze and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses submitted.

Progress payments will be made based on hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost proposal. Interim billing shall cover a period of not less than a calendar month.

Tab 7 ~ Insurance:

Provide a statement agreeing to obtain (prior to award) insurance with coverages as detailed in Section 5.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Town along with their qualification data. A properly completed Accord Form is preferable. The Town of Ocean Breeze must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 8 ~ References

In order to be eligible to respond to this Request for Proposal, the interested firm must have successfully completed financial audits of at least five (5) municipal governmental entities. This experience shall be reflected in the proposal along with contact names and telephone numbers for those municipalities. Each respondent shall meet all legal, technical and professional requirements for expressing an audit opinion on the annual financial statements of the Town of Ocean Breeze. Letters of references shall not be older than three (3) years.

Tab 9 ~ Submittal Forms & Requested Information:

Section 5.3 Request for Information to Submit With IRS W-9 Form

Section 5.6 Public entity Crimes

Tab 10 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Include a disclosure statement advising the Town of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida. Include copies of appropriate licenses.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 11 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 12 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. **Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Ocean Breeze in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Proposal must demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It must also specify an audit approach that will meet the request for proposals requirements.
- B. **General:** The Town's selection committee will evaluate proposals and will select the proposer which meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The Town's evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES

POINTS POSSIBLE

Overall qualifications, knowledge, & experience	30 pts
Audit Approach	45 pts
Reference/Past Projects of similar nature in Florida	10 pts
Proposed price for work to be accomplished.	15 pts

- C. **Selection:** Proposals will be evaluated using the above criteria. The Town will assign this task to a Selection Committee. The Town of Ocean Breeze reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- D. **Presentations:** The Town may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Town's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the Town. The Town shall be the sole judge and final arbiter of its own best interests in this matter.
- E. **Negotiations:** After the Town ranks the respondents, Town staff will take the proposed ranking to the Town Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the Town Commission, staff will present the results of the negotiations to the Town Commission with its recommendation for award of a contract. If the Town Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the Town determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the Town be unable to negotiate a satisfactory contract with the selected respondent(s), the Town may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is

reached. However, the Town reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

F. Terms and Conditions

All prospective Contractors are hereby cautioned not to contact any member of the Town Council, the Mayor, the Town Manager, the Town Attorney or any member of the selection committee. All questions and contacts must be made through the Town Clerk. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the Mayor, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Council action as to the selection or award recommendation.

The Town reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the Town.

G. Contact Person: Questions or requests for additional information shall be directed to the Town Clerk at email: townclerk@townofocceanbreeze.org.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service in Group A. The Total Fee for each audit period includes all out-of-pocket expenses for firm personnel (e.g. travel, lodging, copies, etc.). As specified in Section 1.21 additional work shall be included reflecting hourly rates in Group B. The estimated (projected) hours by type of staff member for the first year (2020) of the audit must be included in Group C.

GROUP A			
ITEM #	AUDIT PERIOD ENDING	TOTAL PROJECTED HOURS	TOTAL FEE
Initial 3 Year Term			
1	September 30, 2020		\$
2	September 30, 2021		\$
3	September 30, 2022		\$
Four Additional One-Year Contract Extensions			
4	September 30, 2023		\$
5	September 30, 2024		\$
6	September 30, 2025		\$
7	September 30, 2026		\$
OVERALL TOTAL (Items 1-7)			\$

Company Name _____

GROUP B		
ITEM	DESCRIPTION	HOURLY RATE
8	Partner	\$
9	Manager	\$
10	Supervisory Staff	\$
11	Staff	\$

GROUP C		
ITEM	PROJECTED 2020 AUDIT	ESTIMATED HOURS
12	Partner	
13	Manager	
14	Supervisory Staff	
15	Staff	
TOTAL		

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

Company Name _____

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent's Initials _____

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

5.2 INSURANCE REQUIREMENTS

- A. The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the Town has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the Town in its sole discretion.
- B. Loss Deductible Clause: The Town shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.
- C. Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, SS 440.
- D. General Liability: The Professional shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from a solicitation with the Town of Ocean Breeze.
- E. Professional Liability: The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the Town of Ocean Breeze. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.
- F. Certificates of Insurance: the Contractor, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Town Clerk. This certificate shall be dated and show:
- (1) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (2) Statement that the Insurer will mail notice to the Town at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (3) Town shall be named or additional named insured on General Liability Insurance and Business Automobile Liability Insurance.

NOTE: The Town can decrease or increase these limits, depending on the project, at its sole discretion.

5.3 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and returning with a copy of your IRS W9 Form. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

VENDOR NAME _____

DBA: _____

CORPORATE ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____ FAX: (____) _____ ALTERNATE PHONE: (____) _____

REMIT TO ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____

COMPANY CONTACT NAME: _____

COMPANY/CONTACT EMAIL ADDRESS: _____

TYPE OF ORGANIZATION

- | | | |
|---|---|---|
| 1. <input type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): ☐ Yes ☐ No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: _____ - _____ (Or) Social Security Number: _____ - _____ - _____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: _____

Date: _____ Phone: (____) _____

5.4 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 TOWN OF OCEAN BREEZE, MARTIN COUNTY, FLORIDA

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

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

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced Identification _____

Type of Identification _____ Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

TOWN OF OCEAN BREEZE

EVALUATION COMMITTEE SCORING SHEET

RFP # 2020-001, INDEPENDENT AUDITING SERVICES

FIRM: _____

MANDATORY ELEMENTS:

	YES	NO
The firm is independent and licensed to practice in the State of Florida	_____	_____
Personnel have adequate continuing education in the past two years in accordance with the Florida State Board of Accountancy and <i>Government Auditing Standards</i>	_____	_____
No conflicts of interest exist	_____	_____
History of quality audit work based upon latest peer review report submitted	_____	_____
Adhered to the instructions in the RFP	_____	_____

TECHNICAL QUALIFICATIONS

EXPERTISE AND EXPERIENCE:	POINTS ASSIGNED	POINTS AWARDED
Past experience and performance of government engagements by office assigned	15	_____
Expertise and experience in local government auditing	10	_____
Quality and experience of professional personnel (resumes should be attached)	10	_____
Firm professional standing	5	_____
Subtotal	40	_____

AUDIT APPROACH:	POINTS ASSIGNED	POINTS AWARDED
Adequacy of proposed engagement plan	15	_____
Target dates will meet deadlines	15	_____
Commitment to continuity of proposed audit team	15	_____
Subtotal	45	_____

PROPOSED PRICE:	ASSIGNED	AWARDED
Commitment to continuity of proposed audit team	15	_____
GRAND TOTAL	100	_____