

CITY OF RIVIERA BEACH
 REQUEST FOR PROPOSALS
 NO. 974-19-2
 ANNUAL AUDIT SERVICES



RFP NUMBER:
RFP TITLE:

974-19-2
ANNUAL AUDIT SERVICES

Event	Date
Date RFP Issued	February 15, 2019
Due date for bidder questions	February 19, 2019
Due date for bidder responses	February 28, 2019
RFP Due Date	March 15, 2019
Selection Committee Date	TBD, 2019
Interview/Presentations held (IF NEEDED)	TBD
Proposed Council Date	TBD, 2019
Start Date	TBD 2019

BID CONTACT:

RICKEY LITTLE
INTERIM DIRECTOR PROCUREMENT
rlittle@rivierabch.com

**NO PHONE INQUIRIES WILL BE ACCEPTED.
 ALL CORRESPONDENCE SHALL BE
 DIRECTED TO THE CITY PROCUREMENT
 DIRECTOR VIA EMAIL OR FAX.**

I. GENERAL INFORMATION.....

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**City of Riviera Beach
Request for Proposal
No. 974-19-2**



Annual Audit Services

600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404

Rickey Little, Interim Director of Procurement
(561) 845-4180, Phone
(561) 842-5105, Fax
rlittle@rivierabch.com

The City of Riviera Beach, Florida (City) is soliciting sealed Proposals from licensed, insured and qualified Annual Audit Services (Proposers) for the City.

This Request for Proposals (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals shall be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until **11:00 A.M. (EST) Friday March 15, 2019**

This RFP document, which includes the scope of services shall be available for download on and may be obtained by visiting the City's website at www.rivierabch.com.

Additionally, Proposals may be obtained at the City Procurement, Department, 2051 Martin Luther King Boulevard, Suite #310, Riviera Beach, FL 33404. Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFP. The City reserves the right to reject any or all Proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. **Any Proposal received after the date and time specified, whether by mail or otherwise, shall not be accepted or considered.** Any uncertainty regarding the time a Proposal is received shall be resolved against the Proposer.

Refer all questions to this RFP to the Procurement Dept.

Rickey Little, Interim Director of Procurement
Phone: 561-845-4180 Fax: 561-842-5105
E-Mail: rlittle@rivierabch.com

Please submit two (2) original hard copies and (7) digital copies on USB drive.

Publish: 02/17/2019
Publish: 02/15/2019
Publish: 02/15/2019

Palm Beach Post
website www.rivierabch.com
website: www.demandstar.com

City of Riviera Beach
 600 West Blue Heron Boulevard, Suite #140
 Riviera Beach, FL 33404
 (561) 845-4180
 Request for Proposal Notice

RFP TITLE:	ANNUAL AUDIT SERVICES		
PROPOSAL #:	RFP # 974-19-2		
ISSUE DATE:	FEBRUARY 15, 2019		
DUE DATE and TIME:	11:00 A.M. EST, Friday, March 15, 2019 Proposals shall <u>NOT</u> be received after this time.		
PRE-PROPOSAL CONFERENCE:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
MANDATORY:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> NOT APPLICABLE
<p>Inquiries regarding this Proposal shall be submitted in writing via email, fax, or mail on or before:</p> <p><u>by 11:00 A.M. on Thursday, February 28, 2019</u></p> <p>All correspondence shall reference the Proposal's number. Proposal Contact: Rickey Little, Interim Director of Procurement</p> <p>(561) 845-4180, Phone (561) 842-5105, Fax E-mail: rlittle@rivierabch.com</p>			
PROPOSAL SECURITY:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
AMT:	N/A		
	PERFORMANCE BOND:		
	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
	AMT:		N/A

Annual Audit Services who are interested in providing this service may obtain RFP at www.rivierabeach.com, this document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this Proposal document, any and all communications regarding this Proposal shall be made only to the Procurement Department as noted above. Any violation of this condition could result in Proposal disqualification. This is a Sealed Proposal - Fax or electronic replies shall not be accepted.

ON-LINE PROVIDER DISCLAIMER:

Demandstar.com has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

City does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

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**City of Riviera Beach
Annual Audit Services
RFP # 974-19-2**

I. GENERAL INFORMATION

1-1 PURPOSE AND INVITATION TO PROPOSE

The City of Riviera Beach (City) is requesting proposals from qualified firms of certified public accountants to audit the financial statements of the City and the City of Riviera Beach Community Redevelopment Agency (CRA) for a term of five (5) years beginning with the fiscal year ending September 30, 2019.

This Request for Proposal (RFP) provides guidelines for the submission of proposals for auditing services. Firms should prepare their proposal simply and economically, providing a straight forward and concise description of their ability to meet the requirements of the RFP.

This invitation to propose is extended to all qualified firms.

1-2 CITY OF RIVIERA BEACH

The City of Riviera Beach, Florida is a municipal corporation of the State of Florida, incorporated in 1923. The City operates as a Council-Manager form of government and provides the following services: public safety, road and street facilities, community development, recreation and parks, library, general administrative services, municipal marina, storm water utility and a utility district. The City has approximately 480 full-time employees. The population per the U.S. census is approximately **34,000**.

Fund Structure

The City of Riviera Beach uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	Sub-fund Type
General Fund	
Special Revenue Funds	(various grants)
Capital Projects Funds	Capital Acquisition Fund
Impact Fee Fund	
Enterprise Funds	Utility Special District
Marina – City Docks	
Refuse Collection Fund	
Storm water Management Utility	
Community Redevelopment Agency	
General Employees Pension	
Fire Pension (audited by another firm)	
Police Pension (audited by another firm)	

The number of sub-funds may be increased or decreased depending upon the City's requirements.

Fund Structure

The CRA uses the following fund types and account groups in its financial reporting:

General Fund

The number of sub-funds may be increased or decreased depending upon the City's requirements.

Financial Summary

The total General Fund Revenues of the City were \$70 million and total revenues for the Enterprise Funds were \$35 million for the year ended September 30, 2019. The CRA total General Fund Revenues will be \$9 million

Description of the Finance Department

The Finance Department is headed by the Director of Finance and Administrative Services, Randy M. Sherman, CPA, CTP, CGFO. The Finance Department consists of eight employees including an Assistant Finance Director, one Accountant Senior, one Accounting Specialist, two Accounting Technicians, one Accounts Payable Technician and one Payroll Technician. Billing and Collection staff consists of 10 additional staff.

Computer System

The City's financial application software is provided by Tyler Munis and operates on a Microsoft Windows operating system.

More detailed information on the City can be found in the Audited Financial Statements and the Annual Budget Document. The Audited Financial Statements for the City are available on the City's web sites www.rivierabch.com, The CRA's Audited Financial Statements may be obtained by calling the CRA at 561-844-3408.

1-3 STATEMENT OF WORK

Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of each fiscal year-end, an annual financial audit of its accounts and records. The City is soliciting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2019, with the option of auditing its financial statements for each of the five (5) subsequent fiscal years. These audits are to be performed in accordance with:

1. Section 11.45, Florida Statutes and other applicable statutes.
2. Regulations of the Florida Department of Financial Services.
3. Rules adopted by the Auditor General for form and content of local governmental entity audits (Chapter 10.550 - Rules of the Auditor General).
4. Codification of Governmental Accounting and Financial Reporting Standards, as promulgated by the Governmental Accounting Standards Board.
5. Statements on Auditing Standards, issued by the American Institute of Certified Public Accountants.
6. Government Auditing Standards, published by the Comptroller General of the United States.
7. Audit and Accounting Guide - Audits of State and Local Governmental Units, published by the American Institute of Certified Public Accountants.
8. Single Audit Act of 1984.

9. United States Office of Management and Budget (OMB), Circular Nos. A-87 or A-128, and any other applicable circular issued by OMB.

10. Statements and interpretations issued by the Financial Accounting Standards Board, if applicable.

11. Provisions of any other rules, regulations, statutes, ordinances or orders which may pertain to the engagement.

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City of Riviera Beach – Procurement Department
Attention:
Rickey Little, Interim Director of Procurement
2051 Martin Luther King Blvd., Suite #310
Riviera Beach, Florida 33404
Fax: (561) 842-5105
Email: rlittle@rivierabch.com

RFP Schedule

The City shall use the following time lines, which shall result in the selection of Proposers. The City reserves the right to change and or delay scheduled dates.

<u>Event</u>	<u>Date</u>
RFP Available	February 15, 2019
Last Date to submit Questions	February 28, 2019
Proposals Due (11:00 A.M. EST)	March 15, 2019
Evaluation Committee & Ranking of Proposals	TBD
Oral Interviews (If Applicable)	TBD
Proposed -City Council award	TBD
Proposed – CRA Board of Commissioners award	TBD
Proposed -Contract start date	TBD

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Proposal Disclosures

In accordance with Chapter 119, Florida Statutes, all Proposals shall become "public records" in accordance with the law and shall be subject to public disclosure consistent with the law. Proposers submitting Proposals shall invoke in writing the exemptions to disclosure (provided by law) in their Proposal by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Acceptance of Rejection Proposals

The City reserves the right to reject any and all Proposals when (1) such rejection is in the best interest of the City; or (2) if the Proposal contains any irregularities; provided, however, that the City reserves the right to waive any minor irregularities and to accept the most responsive and responsible Proposal. The City reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The City is not obligated to enter a contract on the basis of any Proposal submitted in response to this document.

Instructions to Proposers

Proposals not conforming to the instructions provided herein may be subject to disqualification at the option of the City.

All questions concerning this RFP document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may be submitted after the deadline for questions specified in Section 2-3, Procurement Schedule. All questions shall be submitted to:

Rickey Little, Interim Director of Procurement
rlittle@rivierabch.com or fax: 561-842-5105

If a Proposal is transmitted by U.S. Mail or other delivery medium, the Proposer shall be responsible for its timely delivery to the designated City Clerk's office. Proposals received after the stated time and date **shall not** be considered and shall be returned unopened to the Proposer.

Two (2) printed original hard copy with original signatures bound with tabbed dividers separating each section. Each page shall be numbered consecutively, and shall not exceed 8-1/2" x 14" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include the required responses specified in Section 1-4 **Proposal Submission and Opening**. An additional seven (7) sets on USB (PDF format, and bookmarked to the same specifications as the hard copy) of the Proposal of each design project shall be submitted by the proposing Annual Audit. All sets shall be clearly labeled with the solicitation number, the Annual Audit Name, Project Name on the outside of each binder/on each USB drive. If multiple proposals are being submitted, each shall be packaged separately and presented as directed herein.

Following Proposers of the submitted Proposal, shall not add or substitute team members, including sub-consultants, unless approved by the Procurement Director. Any change in the proposed team shall be requested in writing to the Procurement Manager. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

Proposals (original USB's) shall be sealed within a container (box, envelope, package, etc.) and labeled in a prominent place on the exterior of the package as follows:

Proposer's Name-
Request for Proposals #-"Title Name" (example: RFP 974-19-2 Project Name)

The Proposer shall have a place of business for contact by the City during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful Proposer shall be provided to the City.

Proposal Envelope

All Proposals shall be returned in a sealed box or envelope addressed to the City and shall contain on its face the following:

City of Rivera Beach 600 West Blue Heron Blvd., Suite #140 Riviera Beach, FL 33404
_____ (Name of Proposer)
_____ (Address of Proposer)
RFP # 974-19-2 Annual Audit Services
Due Date/Time: 03/15/2019

Execution of Proposal

The Proposal shall contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all other sheets requiring the Proposal's name. In order to insure uniformity, Proposals shall be submitted on the Proposal Form, if provided, and on the attached pages.

Proposal Opening- Late Proposals

It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the City Clerk Office prior to the opening time at the specified location. Any Proposal received thereafter shall be rejected and returned to the Proposer.

Withdrawal of Proposals

Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments shall be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening shall not be effective, and the original Proposal submitted shall be considered. The Proposer agrees that his/her Proposal shall not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal shall remain firm and irrevocable.

Consideration of Proposals

Electronic, or faxed proposals shall not be considered. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.

The selection of an institution may be made without discussion with Proposer after Proposals are received. Therefore, Proposals should be submitted complete with all pertinent information.

The City shall enter into negotiations with the highest rated or ranked Proposer. If agreement is not reached, negotiations shall be terminated. Then, the same process may be conducted with the next highest rated or ranked Proposer. If agreement is not reached, negotiations shall be terminated. This process may proceed with the third highest rated or ranked Proposer. Thereafter, further discussions shall cease on this RFP.

Full Fee Disclosure

In a separate sealed envelope, clearly state "**Cost Proposal**". This section of the Proposal should clearly state the proposed cost for the required services. A firm fixed fee contract shall be awarded by the City. The sealed cost proposal should contain all pricing information relative to performing professional Annual Audit for the City as described in this RFP. The total all-inclusive fixed fee should contain all direct and indirect costs including all out-of-pocket expenses.

Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Proposal to this public solicitation. Such costs should not be included in the proposal.

Public Entity Crime

Pursuant to Florida Statutes Section 287.133, as amended: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as an Proposer , supplier, sub Proposer , 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 FS. 287.017 CATEGORY TWO: \$35,000.00 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Code of Ethics

If any Proposer violates or is a party to a violation of the Code of Ethics of the State of Florida and/or Palm Beach County with respect to this Proposal, such Proposer shall be disqualified from performing the work or from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from bidding on any future Proposals for work, goods or services for the City.

Equal Opportunity Requirements

It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state its commitment to meet these same requirements.

Proposers shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

Contractual Agreement

Any and all legal action necessary to enforce the award shall have venue in Palm Beach County and the contractual obligations shall be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor shall be enclosed at the time of Proposal.

Indemnification

The awarded contract shall contain the Indemnification Clause provided per Attachment F of this RFP, which each Proposer shall sign and submit with their Proposal.

Cone of Silence

No entity filing a Proposal to this RFP shall through their principal, attorneys, or agents, contact the City Council for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. **Any action in violation of this provision will be cause for disqualification from participation in this RFP.**

Cone of Silence starts at the end of last day for questions and continues until 30 days from the closing date of the RFP or a contract has been issued.

Non-Collision Statement

By signing this offer, the Proposer certifies that this offer is made independently and free from collusion. Proposer shall disclose below, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

Lobbying

Contact with any City or Riviera Beach Community Redevelopment Agency employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFP, shall be grounds for elimination from the selection process. This restriction includes lobbying any City employee, appointed official or elected official.

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Lobbying consists of introduction, communication, and discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Proposer from further City consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the City during any duly noticed public meeting.

By submitting a Proposal, qualifications or other Proposal for this RFP, the Proposer certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby City employees, appointed officials or elected officials as defined herein.

Addenda to RFP

The City reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda shall be binding. If, upon review, material errors in specifications are found, contact the Procurement Department (Rickey Little, Interim Director of Procurement) no later than due date for bidder questions prior to the RFP submittal deadline to allow for review and subsequent clarification on the part of the City.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

Request for Additional Information

Prior to the final selection, Proposers may be required to submit additional information, which the City may deem necessary to further evaluate the Proposer's qualifications.

Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of its Proposal.

Execution to the RFP

It is anticipated that Proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Right of Negotiation

The City reserves the right to negotiate with the selected Proposer the exact terms, conditions and commissions/fees of the contract.

Denial of Reimbursement

The City shall not reimburse Proposers for any costs associated with the preparation of any Proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a Proposal to this RFP.

Contract Term

A contract shall be negotiated with the successful Proposer. The initial term of the contract shall be for the completion of the Annual Audit Services. The contents of the successful proposal response shall become part of the contract document.

Truth in Negotiation Certification

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the Person/Proposer receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

Minority/Women Business Enterprise Participation

All Proposers have an opportunity to increase their opportunity to be awarded a City contract/project by maximizing their use of qualified Minority Business Enterprise (M/WBE) in accordance with the City's M/WBE Program. It is the policy of the City that Minority Business Enterprise M/WBE shall have the maximum opportunity to participate in and perform projects financed with City funds. Proposers are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all Proposers to hire Minority/Women Business Enterprise participants

The City shall have the right to consider price, quality, past performance including meeting qualified M/WBE commitments, time required for performance and qualifications of the Proposer in making awards.

The Proposer shall seek to maximize its use of qualified M/WBEs. The Proposer shall complete the PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS and LETTER OF INTENT TO PERFORM AS A MINORITY/SUB form (See Schedule One and Two) that shall be provided by the City with the RFP package. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that shall be completed by qualified minority businesses. The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a Proposer based on the total qualified business participation.

All proposed minorities qualified business's shall provide a letter of participation on its own letterhead and signed by the chief operating officer stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed Proposal packet.

Proposal Protest Cost and Filing Fees

Section 2(8-101) of the City's code allows for protest. (Please reference Ordinance # 4010)

Written Protest- The written protest submitted to the Procurement Director shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Proposal, whichever is greater up to a maximum of \$2,500.

Appeal to the City Manager- The written appeal to the City Manager shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.

Appeal to the City Council- The written request for an appeal to the City Council shall be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

Refund of Filing Fees- All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the City. If the protest is denied the filing fee shall be forfeited to the City in lieu of payment of costs incurred by the City.

City of Riviera Beach Contract

The Contract for Professional Services shall prevail as the basis for contractual obligations between the selected Proposer and the City. The term and condition of the solicitation shall be incorporated into the City's contract.

Rights to Investigate and Audit: Office of Inspector General

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

Other Acknowledgments

By submitting a Proposal each Proposer is confirming that the Proposer has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes.

By submitting a Proposal, each Proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.

II. MINIMUM QUALIFICATION

The Proposer(s) in charge of the relationship with the City shall demonstrate experience in providing the type of assistance requested in the RFP. Written Proposals should be brief, but may be accompanied by preprinted brochures. To receive consideration, the Proposer shall thoroughly document their ability to meet the following qualification criteria as fully described below.

Proposers shall provide a statement in the affirmative, in Tab #2 of their Proposal, confirming their ability to meet the minimum qualifications described below as describe in Section VI:

More than five years' experience in developing and executing successful Annual Audit Services.

- More than five years' experience in developing and executing successful Annual Audit Services
For Municipal or County, State and Federal Government agencies experience.
- Successful completion of at least five (5) Annual audits for Municipal or County, State and Federal Government agencies.
- Demonstrated ability to perform Annual audits for Municipal or County, State and Federal Government agencies.

This information is intended to be used as the instrument to transmit Proposals and to define the terms, conditions and specification desired by the City. It is the intent of the City to select a single Proposer to supply the services necessary for successful completing the Proposal as defined herein. Nothing in the RFP is intended to restrict the City in anyway in the selection of the Proposal that best meets the needs of the City. To receive consideration, the Proposer shall provide the following requirement criteria as fully described below.

III. **REQUIRED FORMS**

Proposers shall complete and submit the following forms with their Proposal. The forms shall be submitted in Tab #5 of the Proposal as described in Section XI. Failure to include any required forms/information as described within this proposal may result in a rejected proposal. The final decision for acceptance/rejection of any proposal related to this RFP is at the sole discretion of the City.

- A. Prospective Proposer Information Sheet, found in Section XI., Attachment A
- B. References for Government Clients, found in Section XI., Attachment B
- C. Representations and Disclosures, signed and notarized, found in Section XI., Attachment C
- D. Non-Collusion Affidavit Certificate, signed and notarized, found in Section XI., Attachment D
- E. Indemnification Clause, found in Section XI., Attachment E
- F. Drug-Free Workplace Certification, found in Section XI., Attachment F
- G. Notification of Public Entity Crimes Law, found in Section XI., Attachment G
- H. Truth in Negotiation Certification, found in Section XI., Attachment H
- I. Sworn Statement Pursuant to 287.133(3)(A), Florida Statutes, found in Section XI., Attachment I
- J. W-9 Form, found in Section XI

Proposer(s) submitting Proposals as a joint venture shall submit to the City, as part of Proposals, a copy of any joint venture agreement.

All Proposers shall provide an e-mail address and contact so that any clarification may be shared.

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IV. **EVALUATION METHOD AND CRITERIA**

An Evaluation Committee, consisting of City staff shall convene for a public meeting to rank the highest qualified Proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official shall advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most and in the best interest of the City in achieving the study or project.

Each Proposal shall be evaluated individually and in the context of all other Proposals. Proposals shall be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. **There is no obligation on the part of the City to award the Proposal to the lowest priced Annual Audit Services, and the City reserves the right to award the contract to the Annual Auditor submitting the best overall responsive Proposal which is highest qualified and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the Proposals received. The City shall be the sole judge of the Proposals and the resulting agreement that is in its best interest and its decision shall be final.**

At its sole option, for larger or more complex studies or projects, the City may select a maximum of three Proposers and require brief presentations from each firm before making the final selection. The Evaluation Committee may address questions to and request clarification from the Proposers in attendance. Proposers in attendance shall be given a brief opportunity to address the Evaluation Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining the Annual Audit who is highest qualified to the City.

A. Evaluation Process:

1. The Evaluation Committee shall review and discuss all Proposals submitted. The Procurement personnel shall participate in an advisory capacity only.
2. Points shall be assigned for each written Proposal in accordance with the evaluation criteria listed in "Evaluation Criteria."
3. The City reserves the right to interview any or all Proposers and to require a formal presentation with key people who shall administer and be assigned to work on the contract before recommendation of award. If required, this interview is to be based upon written Proposal received.
4. The City reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the City cannot reach a mutually beneficial agreement with the first selected Proposer, the Committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until agreement is reached.
5. The City Manager shall recommend to the City Council, the award or rejection of all Proposal(s).

B. Evaluation Phases:

Phase I – The Evaluation Committee evaluates and scores all Proposals to establish the “Shortlisted” firms that shall advance to Phase II of the selection process. A maximum of three Proposers shall be shortlisted.

Phase II – The Evaluation Committee evaluates and scores oral presentations by “Shortlisted” Proposers to establish a #1 Proposer.

C. Evaluation Committee Procedures for Phase I and II Evaluation:

Each Evaluation Committee member shall award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” shall be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points shall be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer shall be tabulated from each Evaluation Committee member. The three Proposers with the highest points shall be Shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of three Proposers shall be Shortlisted. The Shortlisted Proposers from the Phase I Evaluation shall advance to Phase II Evaluation if necessary. Summarized below are the Evaluation Criteria.

Phase I Written Evaluation:

Evaluation Categories	Possible Points
Firms Qualification and Capabilities The experience of the proposed agency or individual based on the following information: 1. Overall Experience and Qualification of Firm 2. Resumes of key proposed project personnel	30 points
Audit Approach Proposed segmentation of the engagement Level of staff and number of hours to be assigned Type and extent of analytical procedures to be used Approach to be taken to gain and document an understanding of the control structure of the entities. Approach determining laws and regulations that will be subject to audit test work Approach in drawing audit samples for purposes of tests of compliance.	20 points
Proposed Fee Schedule	
Lowest Fixed Percentage Commission Fee Quoted	30
Fixed Percentage Commission Fee Quoted up to 120% of low amount	20
Fixed Percentage Commission Fee Quoted between 121% and 135% of low amount	15
	10

Fixed Percentage Commission Fee Quoted between 136% and 150% of low amount	5
Fixed Percentage Commission Fee Quoted between 151% and 200% of low amount	5
Fixed Percentage Commission Fee Quoted greater than 200% of low amount	
Principal Office Location and Local Participation The proposed firm's or individual's approach to maximize utilization of local resources to provide the requested services including location of the firms' or individual's corporate office as evidenced by registration with the Florida Department of State 12 months prior to the issued date of this RFP. Location Within: Riviera Beach (15 points) Palm Beach County (10 points) Florida (5 points) Outside of Florida (1 points)	15 points
SBE or M/WBE Owned SBE or M/WBE owned (15 points) Meet or Exceeds 15% participation (10 points) < 15 % participation (5 points)	15 points
TOTAL POSSIBLE WRITTEN SCORE	165 POINTS

Phase II Oral Evaluation:

Approach and Ability to Meet or Exceed Requested Needs	20 points
Business Operations and Customer Support	20 points
Firms Experience and Experience of Team	50 points
Price and Fees	N/A
Overall Presentation	10 points
TOTAL POSSIBLE ORAL SCORE	100 POINTS
TOTAL POSSIBLE OVERALL SCORE	265 POINTS

Each finalist shall be requested to provide a presentation for the Evaluation Committee. These presentations allow each finalist an opportunity to provide the Evaluation Committee additional information regarding their proposal and demonstrate the qualifications of the firm. Each Evaluation Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria shall be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories (Annual Audit Services).

VI. PROPOSAL FORMAT

Rules for Proposals

The Proposer shall name all persons or entities interested in the Proposal as principals. The Proposal shall declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City and the firm selected.

Proposal Format

Proposers should prepare their Proposals using the following format and follow the numbering format below for tabbing/indexing their RFP proposal:

Title Page: Firm's name, the Annual Auditor name, address and telephone number of the contact person and the date of the proposal.

Table of Contents: A table of contents including page references.

Tab #1 - Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to provide the services within the time period, a statement why the firm believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for sixty (60) days. The signer shall have the authority to bind the proposer to the submitted proposal, and shall include a declaration of that authority in the letter of transmittal. *This letter should not exceed two pages in length.*

Tab #2 – Minimum Qualification Criteria

Provide a statement of confirmation of the Proposer's ability to meet the stated minimum qualification criteria. The City maintains the sole discretion to waive any minimum qualification criteria if it is determined the decision is in the best interest of the City.

Tab #3 – Information Requested

1. Provide a response/confirmation to each question or requested service listed in Section VII. Information Requested.

Tab #4 – Price Proposal in a Separate Seal Envelope

This section of the Proposal shall contain all pricing information relative to performing the services included in the statement of work section of the Request for Proposal.

Tab #5 – Attachments/Required Form Proposals

Provide all Required Forms mention within this Proposal as listed in Section XI., Attachments. Additional addenda may be provided.

VII. INFORMATION REQUESTED

Proposers shall provide a statement in the affirmative, in Tab #3 of their Proposal, answering the Information Requested questions as described below. Proposers shall not alter the Information Requested questions in any way. Failure to comply shall result in the responses to the questions as being incomplete/nonresponsive.

Scope of Services

The Proposers shall perform the following related professional services for the City. Responsibilities of the selected Proposer shall include but are not limited to the following:

The purpose of this solicitation is to select a firm to provide a Annual audit of the Procure-to-Pay Process, employee hiring process including performing a job analysis, employee on and off-boarding process, the Compensation Study implementation, Finance, Procurement, Human Resources/Risk Management, Public Works and the Utility Special District, including the review of existing controls, and compliance with these controls, identify areas of risk of fraud and misconduct, and recommend improvements and best practices. These findings and recommendations shall include cause and consequence of any instance, if any, of criminal activity, illegal acts, and potential fraudulent activity or civil liberties. The engagement should be planned and carried out with sensitivity towards not overburdening City staff.

Audit Periods:

The Proposer shall provide a price breakdown for each individual year, starting fiscal year ending September 30, 2019 through fiscal year ending September 30, 2023 and October 1, 2019 through August 31, 2023 for all requested processes and Departments.

Please provide an additional price breakdown for each individual year that may be added to the time frame as stated above.

City Responsibilities:

The City will make personnel available for inquiries from respective City personnel, and make available accounting and other documents for review.

Systems:

When evaluating City systems, the Contractor shall take into consideration the impact of access controls, software controls and network/data control.

Cash Testing:

When evaluating City revenue sources the Contractor shall consider all types of payments and deposits, authorization controls, necessary documentation cash receipts controls and procedures for such transactions including segregation of duties and reconciliation controls.

The engagement shall include the testing of the following cycles:

- Cash receipts
- Revenue cycle
- Accounts payable
- Treasury
- Budgetary compliance

Findings and observations:

The contractor shall provide all findings and observations in both a verbal presentation and in its written reports. The contractor may be required to attend City Council meeting(s) to report the progress of the audit or to report significant findings, or to obtain authorization for any expansion of the scope of services, if required. The auditors could be required to testify or provide documentation in proceedings.

Audit Reports:

Following the completion of the audit, the auditor shall issue the following:

1. A written report communicating the audit procedures performed and the results of those procedures. The report should address the results of the audit procedures in light of the objectives discussed above.
2. A written report listing any internal control conditions found during the course of the audit procedures that would be defined as material weaknesses or significant deficiencies in the design or operation of the internal control structure. The City receives a report of this nature during its annual financial statement audit, however, the scope of that audit is not sufficient to identify all problem areas. Therefore, the City desires that an additional report provide an evaluation of the City's internal accounting and operating controls, review compliance with the controls, evaluate risk of fraud and misconduct and recommend enhancements where necessary to strengthen the City's practices during this audit engagement. The City requests that the auditors communicate recommendations for correcting each noted material weakness or significant deficiency. If during the course of the audit procedures, the auditors discover internal control conditions that require the City's immediate attention, the City desires that the auditors brief the City Manager and Finance Director accordingly at that time.

The final reports shall include an evaluation of the City's

- Internal accounting and operating controls
- Review compliance with these controls
- Evaluate risk of fraud and misconduct
- Recommend enhancements where necessary to strengthen the City's practices and the additional recommended practices and resources (personnel, equipment, etc.) necessary to implement, carry out and monitor these recommendations.

A. A written report communicating all discovered abnormal financial activity, past or present, its quantification, cause and consequence including instances of criminal activities, illegal acts, and potential fraudulent activity or civil liabilities that could support future legal action to the city.

B. A letter to Mayor, members of City Council and City Manager indicating any reportable conditions found during the Annual audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data in the financial statements.

References

Provide two municipal, county, state or federal government references for clients that services were provided for in the last five (5) years that are similar to the City's service requirements (see the References Form in the Attachments). Include the following:

- A. Name of Entity
- B. Contact person, Title
- C. Phone Number
- D. Types of services provided
- E. Period of time services provided
- F. Your account manager assigned to this client

Fees- Include in Tab #4 of the Proposal in a Separate Seal Envelope

Please describe the fees proposed by your organization for providing Annual Audit Services to the City.

Proof of Insurance

Proposer shall state whether or not they are in compliance with the insurance requirements as described herein in Section IX. Insurance Requirements regarding minimum coverage. Proof of compliance shall be required once a Proposer is selected. Proposer shall be required to provide certificate(s) of insurance within seven (7) days of receipt of Notice of Intent to Award.

VIII. SPECIAL TERMS AND CONDITIONS

Ethics Requirements

No Proposer may employ, directly or indirectly, the mayor, any member of the City Council or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any Proposer of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the proposal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Council regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of Riviera Beach Code of Ethics and Procurement Code provide for ethics in procurement. Proposers shall read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer shall specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City shall treat all material received as public records.

Non-Discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

Rights and Privileges: No Assignment

The selected Proposer shall be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Council.

Procurement Code

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFP.

City as Gatekeeper of Documents

This document is issued directly by the City and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City.

Right to Contract for Similar/Additional Services

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this RFP shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the Proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

Ownership of Documents

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract shall require a full waiver of all intellectual property rights and copyrights in all such documents.

Proposal

The successful Proposer shall be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

Disclosure and Disclaimers

This Request for Proposals ("RFP") is being issued by the City of Riviera Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter.

The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements shall be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation shall be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation shall take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations shall commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the Proposal which in the opinion and sole discretion of the City shall be in the best interest of and/or highest qualified to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-proposal of Proposals. All expenses in preparing the Proposal and any re-proposals shall be borne by the Proposer.

The City and the Proposer shall be bound only if and when a Proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening proposals. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP shall become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers shall claim the applicable exemptions to disclosure provided by law in their proposal to the RFP by identifying materials to be protected, and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

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Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2. The amount due, applicable discount(s), and the terms thereof.
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4. The Purchase Order or Contract number as supplied by the City.
5. An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it shall be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

Dispute Resolution

Any suit brought in connection with the Annual Audit contract shall be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Procurement Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specific its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

Emergency Support

It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Proposer agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

Formal Agreement

The successful Proposer shall be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered shall be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Proposer agrees and understands that a specific scope or project may require coordination with another Annual Auditor and further agrees that the utmost professionalism shall be exemplified at all times.

Term of Contract

The term of the contract shall be for completion of the Annual Audit Services. The City shall not accept alternative term proposals. Fees and service charges included in the successful proposal shall remain in effect for the completion of the Annual Audit Services; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services shall be provided in line with current pricing for similar services, not more than the Annual Audit Services then-current published rate. If the option is used to extend the contract date, Annual Audit charges shall remain the same unless otherwise negotiated.

Annual Auditor Obligations

The continuation of this contract is contingent upon maintenance of the minimum qualifications as identified herein and satisfaction of services by the City. The Annual Auditor shall immediately notify the City in writing if any of the minimum qualifications are no longer being met.

Termination

The contract may be terminated by the City at any time, with or without cause.

Prime Annual Auditor Responsibilities

Each Proposer is required, before submitting their proposal, to carefully examine the Proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer shall in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP.

The successful Proposer shall be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City shall consider the selected Proposers to be the sole point of contact with regard to contractual matters.

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IX. **INSURANCE REQUIREMENTS**

The successful Proposers entering a resulting contract with the City shall obtain, pay for, and maintain in full force and effect at all times during the term of the Agreement derived from this RFP, services to be performed insurance as set forth below:

A. General Liability Insurance: coverage in an amount not less than \$1,000,000 per occurrence.

Coverage shall include Premises and Operations; Independent Contractors' Products and Completed

Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence.

B. Professional Liability Insurance: coverage in an amount not less than \$1,000,000 per occurrence.

C. Contractual, insurance broad form property, Independent contractor, personal injury not less than \$3,000,000 annual aggregate.

D. Automobile Liability: coverage with policy limits of not less than \$500,000 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$500,000.00 Combined Single Limit, covering each motor vehicle operated on City property.

E. Workers Compensation Insurance: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.

- a. \$1,000,000 per accident
- b. \$1,000,000 disease each employee
- c. \$1,000,000 disease policy limit

Proposers shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful Proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the Proposers to ensure that all subcontractors comply with all of the insurance requirements.

The successful Proposer shall maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance shall be with an insurance carrier approved and authorized to do business in the state of Florida, and who shall have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing Annual Audit or Individual's Proposal.**

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X. GENERAL TERMS AND CONDITIONS

Non Response Statement

If unable to submit a proposal, please sign and return the "Statement of No-Proposal" by mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future bids, a Proposer should submit a "Statement of No-Proposal" to be received by the Procurement Department no later than the stated proposal opening date and time.

Obligation of Proposer

By submitting a Proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposal Preparation Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a Proposal 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.

Cost Discussions

The Proposer shall not discuss cost information, except for clarification requested by the City prior to the posting of Proposal results, with any employee, City Council member or authorized representative of the City. Violation of this restriction shall result in rejection of the said Proposal.

Addendum

All addendum issued during the time of proposing shall become part of the proposing documents, and receipt thereof shall be acknowledged in writing with the Proposal. The City accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each Proposer should ensure that they have received all addendums and amendments to the RFP before submitting their Proposals. Please access the City web site at <http://www.rivierabch.com> for any addendum.

Late Proposals

Proposals shall be opened and recorded on the date and time indicated, at the location specified in the Proposal request. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Procurement Director prior to the opening time at the specified location. The City accepts no responsibility for late or misdirected mail deliveries. Late Proposals shall not be considered.

Consideration of Proposals

The City reserves the right to award the contract to the Proposer(s) that the City deems to offer the best overall Proposal. The City is therefore not bound to accept a Proposal on the basis of lowest price. In addition, the City at its sole discretion, reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the City to do so. The City also reserves the right to make multiple or split awards if it is deemed to be in the City Council's best interest.

Qualifying Proposals

The City reserves the right to require a Proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Proposer.

Public Entity Crime

An entity, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list as provided in Section 287.133 of the Florida Statutes.

Disability Compliance Requirement

All Proposers hired by the City are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities.

Deductibles

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

Hold Harmless

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence.

Proposal Acceptance Period

Any Proposal in response to this solicitation shall be valid for 60 days following opening of Proposal, to allow for formal action by the City Council. The Proposer agrees that during such time the Proposal shall remain firm and irrevocable. At the end of the 60 days, the Proposal may be withdrawn at the written request of the Proposer. If the Proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Evaluation Process

The Evaluation Committee shall evaluate all Proposals received. The committee shall examine each Proposal and determine how effectively it satisfies the RFP.

Proposal Award

Award is expected to be made to the Proposer who best meets the requirements of City considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms shall be rendered between the City and the firm achieving a successful Proposal. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Council's decision shall be final.

Contract Approval: Terms of the contract shall include any and all items as specified in the Proposal, plus mutually agreed terms and conditions. The City Council shall be the sole judge of the Proposals and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Council for final approval. If awarded, the contract shall be effective on the date is approved by the City Council of the City signed by all required parties and filed with the City Clerk.

Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Conflict of Interest

The award hereunder is subject to the laws of the State of Florida. All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers shall disclose the name of any City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Legal Requirements

Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, proposal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

Other Agencies

All Proposers awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Further it is understood that each agency shall issue their own purchase order to the awarded Proposer(s).

Non-warranty of Specifications

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the City nor its representatives shall be responsible for any errors or omission in this RFP nor for the failure on the part of the Proposer(s) to determine the full extent of exposures.

Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all Proposers prior to selection. The City shall not be responsible for any cost incurred by the Proposer in connection with such presentations or interviews (i.e. travel, accommodations etc.)

Request for Modification

The City reserves the right to request that the Proposer modify his Proposal to more fully meet the needs of the City.

Acceptance/Rejection/Modification of Proposal

The City reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all Proposals, and to waive minor irregularities in Proposals, if in the City's judgment that shall best serve the interests of the City.

Public Record

Any material submitted in response to the RFP shall become a public document pursuant to Section 119.07, F.S. This includes material which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

Completeness

All information required by the RFP shall be submitted to constitute a legitimate Proposal.

Request for Additional Information by City

The Proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide and maintain the services to be provided. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Riviera Beach Police Department, licensure, etc.

Anti-Collusion

The Proposer shall certify under oath that it has not divulged, discussed or compared its proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. See the Non-Collusion Affidavit form, which is required to be submitted.

Reference

In order to ensure that the Proposer awarded the contract for the City's Annual Audit services is capable of handling the City's accounts, the firm shall provide a list of names and addresses of business customers of similar size and complexity to the City's organizational requirements. Municipal client references are preferable. In addition, each firm shall provide a copy of its most recent audited financial statement.

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Additional Terms and Conditions

Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the Proposal response shall be considered. Any and all such additional terms and conditions shall be no force and effect, and are inapplicable to this Proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this Proposal and the Proposer's authorized signature on the Proposal Response Form attest to this. Exceptions to the terms and conditions shall be not be accepted.

The content of this RFP and all provisions of the successful response deemed pertinent by City may be incorporated into a contract and become legally binding.

XI. ATTACHMENTS

REQUIRED FORMS

In addition to a formal Proposal, the forms listed below are to be completed and submitted with your Proposal.

ATTACHMENTS:

- A. PROSPECTIVE PROPOSER INFORMATION SHEET
- B. REFERENCES FOR GOVERNMENT CLIENTS
- C. REPRESENTATIONS AND DISCLOSURES
- D. NON-COLLUSION AFFIDAVIT CERTIFICATION
- E. INDEMNIFICATION CLAUSE
- F. DRUG FREE WORKPLACE
- G. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- H. TRUTH IN NEGOTIATION CERTIFICATION
- I. SWORN STATEMENT PURSUANT TO 287.133(3)A, FLORIDA STATUTES
W-9 FORM

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS PROPOSAL.

ATTACHMENT C – REPRESENTATIONS AND DISCLOSURES - By submitting its Proposal, Annual Auditor acknowledges that its Proposal shall become part of any contract entered into between the City and Annual Audit for the project. By submitting its Proposal, Annual Auditor shall make the following representations and disclosures, and shall submit attachment C.

Conflict of Interest

Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly any interest in the Proposer's firm or any of its affiliates or team members.

The existence of any such conflicts of interest shall not automatically disqualify any proposing team from consideration. The City shall evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

Good Faith

Proposer represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

Financial

Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability shall be submitted.

Criminal

Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

Procurement

Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any Federal, state or local government agency project and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a solicitation to the City for 36 months following the date of being placed on the convicted vendor list.

No Contingency

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP 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 Proposer, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.

Truth in Negotiation

Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

Use of Funds

Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Proposer recognizes and agrees that the City shall not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

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ATTACHMENT A



CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404

PLAN HOLDER INFORMATION SHEET

EMAIL TO RLITTLE@RIVIERABCH.COM OR FAX TO 561-842-5105

PROSPECTIVE PROPOSER INFORMATION SHEET
RFP # 974-19-2

Please complete and fax this document to the Procurement Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

Procurement Department: Fax: 561-842-5105
Office: 561-845-4180

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Email Address: _____

Business Phone # _____ Business Fax # _____

ATTACHMENT B

REFERENCES FOR GOVERNMENT CLIENTS

PROPOSER: _____

List references for similar services provided within the last five (5) years, two (2) of which must be from a municipal, county, state or federal government:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(4) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(5) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

ATTACHMENT C

REPRESENTATIONS AND DISCLOSURES

STATE OF _____ }
COUNTY OF _____ } SS:

I am an officer of the Annual Auditor, named below, submitting its qualifications under an RFP and I am authorized to make the following Representations and Disclosures on behalf of the Annual Auditor. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

- 1. Annual Auditor agrees that its proposal may become part of any contract entered into between the City and the Annual Audit.
2. There are no actual, apparent or potential conflicts of interest with Annual Auditor or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Proposal of Annual Auditor Proposal is made without connection with any persons, company or party making another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Annual Audit has not filed for Investment bankruptcy in the past five (5) years.
5. Neither Annual Auditor nor any of Annual Auditor principals have been convicted of or indicted for a felony or fraud.
6. Annual Auditor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Annual Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Annual Audit, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or Annual Auditor, other than a bona fide employee working solely for Annual Auditor, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Annual Auditor certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Annual Auditor other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Annual Auditor certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify and affirm that to the best of my knowledge and belief, the above 9 statements are true.

Annual Auditor: _____

Officer's Name: _____ Title _____

Signature: _____

BANKED AND SIGNED before me this _____ day of _____, 2019

by _____ (name) as _____ (title) of _____ (Annual Auditor), and who is personally known to me or produced _____ as identification.

Notary Public

Notary Stamp:

In the event Annual Auditor cannot execute this form as drafted, Annual Auditor may substitute a similar Representations and Disclosure certifying to the facts applicable to the Annual Audit.

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____

(Title)

(Name of Annual Auditor)

and that I am authorized to make this AFFIDAVIT on behalf of my Investment Management Company, and its owners, directors, and officers. I am the person responsible in my Annual Audit for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other Annual Auditor or person who is a responder or potential responder to this RFP, and they shall not be disclosed before the proposal opening.

(3) No attempt has been made or shall be made to induce any Annual Auditor or person to refrain from responding to this RFP, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my Annual Auditor is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Annual Auditor or person to submit a complementary or other noncompetitive proposal.

(5) Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) ©, Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

(6) _____, it's affiliated, subsidiaries, officers, directors, and

(Name of Annual Auditor)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that the (Name of Annual Auditor)

above representations are material and important, and shall be relied on by the City in awarding the contract(s) for which this proposal is submitted. I understand and my Annual Auditor understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Riviera Beach of the true facts relating to the submission of proposals for this contract.

Signature

(Print Name and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____

(Notary Public)

My Commission Expires _____

ATTACHMENT F

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall 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 contract 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 contract, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

_____ Of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

ATTACHMENT G

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a Annual Audit , supplier, sub Annual Audit , 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 s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Annual Audit Name

Signature

Name & Title (Print or Type)

ATTACHMENT H

TRUTH IN NEGOTIATIONS CERTIFICATE

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____

_____ *

are accurate, complete, and current as of _____ **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between Annual Audit and the City that are part of the proposal.

ANNUAL AUDIT: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT I

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

THIS FORM SHALL 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 City of Riviera Beach

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose _____ business

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 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 misrepresentation.

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, nonjury 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. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public 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.

6. 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 provisions 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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 (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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)
OR produced identification _____ Notary Public State of _____

(Type of Identification) My commission expires: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,