



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
**4870 CITY HALL BLVD, STE 337**  
**NORTH PORT, FLORIDA 34287**  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**August 27, 2018**

**ADDENDUM 4**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2018-63 FINANCIAL AUDITING SERVICES**

**DUE DATE September 4, 2018**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

**QUESTIONS/ANSWERS**

**Q1:** How long has the current auditor been performing this audit and are they allowed to respond to the RFP?

**A1:** 5 years. Yes, the current auditors are permitted to respond.

**Q2:** Do you anticipate needing a single audit during 2018 and/or during the next 5 years?

**A2:** We do not anticipate a FY18 single audit; however, we do anticipate a federal single audit for FY19, FY20 and FY21.

**Q3:** In fiscal year 2017, were there any additional services provided by the current auditors? If so, what were they and what were the fees?

**A3:** No additional services were provided in FY17.

**Q4:** Are there any material current events that will affect the City during the 9/30/18 fiscal year (lawsuits, debt issuances, changing software, new programs, loss/gain of major funding source...)?

**A4:** Material current events affecting the City during FY18:

- Per an interlocal agreement, the City made a one-time lump sum contribution in the amount of \$4.7 million to the West Villages Improvement District for the design and construction of the Atlanta Braves spring training stadium/complex within city limits. This payment was made from the City's Surtax III Capital Projects Fund.
- Updated classification/compensation study was implemented for all employees.
- Implementation of GASB 75 (no OPEB trust; implicit subsidy only).

**Q5:** Telephone Discussions: In the RFP you ask that we be available for a potential telephone discussion. Do you have the time/date so we can make sure we are available?

**A5:** No time has been selected at this time for telephone discussions. Telephone discussions have not been needed in the past for this solicitation.

**Q6:** Does the City manage its own IT environment? What systems do you use?

**A6:** Yes. Various modules provided by Superion (with the main financial reporting module being GMBA). Other third-party systems include RecTrac, Selectron IVR and RTA Fleet Management software.

**Q7:** We assume the proposal can be in black ink but Signatures need to be in blue? Please confirm.

**A7:** The Proposal will either be typed or completed in legible handwriting using blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

**Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.**

*Keith Raney*

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**Keith Raney, CPPB, CPPO**  
**Contract Administrator II**  
**Finance Department/Purchasing Division**  
**4970 City Hall Blvd.**  
**North Port, Florida 34286**  
**Tel: 941.429.7103**  
**Fax: 941.429.7173**

**E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)**

**Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.**  
**End of Addendum No.4**



**City of North Port**  
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**August 27, 2018**

**ADDENDUM 3**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2018-63 FINANCIAL AUDITING SERVICES**

**DUE DATE September 4, 2018**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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**QUESTIONS/ANSWERS**

**Q1:** In prior years, have there been any delays in the audit due to delays in receiving information from third parties or other reasons?

**A1:** Yes – occasional delays including GASB 34 implementation, FRS delay of GASB 68 information required for entries and disclosures, Police and/or Firefighter Pension Plan financials/notes required to complete CAFR.

**Q2:** Were there any disagreements with the current auditor?

**A2:** No.

**Q3:** Have there been any recent audits from federal departments noting compliance issues?

**A3:** No.

**Q4:** Have there been any out of scope billings over the past three years in addition to the amounts listed on page 19 of the RFP?

**A4:** No.

**Q5:** How many audit adjustments were made for fiscal year 2017?

**A5:** One, a year-end pension plan entry provided by pension plan auditors.

**Q6:** Does internal documentation exist documenting controls over key financial cycles?

**A6:** Yes.

Q7: Have any year end asset/liability/deferred outflows or inflows accounts been difficult to audit in prior years? **No**. Are detailed sub ledgers maintained for material receivables and accrued liability balances? **Yes**  
A7: See Answers in Red

Q8: What is the expected level of federal and state funding to be received and expended by the City over the course of this contract that would result in the need of a single audit?

A8: No single federal or state audit is expected for FY18; however, there is high probability that there will be a federal single audit required for the three subsequent years.

Q9: Is the City prepared to implement GASB 75? **Yes. There is no OPEB trust and implicit subsidy applies.** Have there been any issues or difficulties raised by the City's actuaries? **No**. When are the actuaries expecting to have the valuation complete for use in the City's FY18 financial statements? **We expect the valuation to be ready by mid-December.**

A9: See Answers in Red

Q10: Is the City current on the continuing disclosure requirements related to public debt?

A10: Yes.

Q11: Please provide the approximate date(s) when the trial balances for the individual funds will be ready for the auditor.

A11: Incomplete trial balances are available at any time (e.g.- for any interim/preliminary work). Completed trial balances are ready in January.

Q12: What was the timing of preliminary and final fieldwork in the past? **Utilities inventory count verifications at fiscal year-end (typically 9/30 or 10/1); Police and Firefighters Pension Plans testing typically occurs in early December; onsite fieldwork typically begins early to mid-January and lasts two to three weeks with any remaining final pieces completed back at office; draft of CAFR is then prepared by City staff and forwarded to auditors for review/comments with a final version wrap-up in early March.** Will the City be requesting different timing under this audit contract? **No, this timing works best for us.**

A12: See Answers in Red

Q13: How many weeks are the auditors typically on site for preliminary and final fieldwork for the audit?

A13: Two to three weeks.

Q14: Can you please provide the individuals who will make up the selection committee for the awarding process?

A14: Three members of City staff.

Q15: Who will be auditing the pension plans for FY18? **Unless the Pension Boards contract with another firm, the current firm for both boards is Mauldin & Jenkins.** When are those statements expected to be issued for inclusion in the City's CAFR? **Final reports issued in late February/early March, although drafts are provided weeks earlier.**

A15: See Answers in Red

Q16: What level of interface exists between the IT systems used by the City?

A16: Integrated modules provided by Superion, formerly known as HTE and then SunGard, and some third-party products exist.

Q17: Have the prior audits used an IT specialist for evaluating and testing IT systems? If so, which systems?

A17: Some previous auditing firms have used an IT specialist and some have not. The systems tested included the modules mentioned in question # 16.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

*Keith Raney*

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Keith Raney, CPPB, CPPO  
Contract Administrator II  
*Finance Department/Purchasing Division*  
*4970 City Hall Blvd.*  
*North Port, Florida 34286*  
*Tel: 941.429.7103*  
*Fax: 941.429.7173*

E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.  
End of Addendum No.3



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**August 20, 2018**

**ADDENDUM 2**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2018-63 FINANCIAL AUDITING SERVICES**

**DUE DATE September 4, 2018**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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**QUESTIONS/ANSWERS**

**Q1:** Page 26 of RFP indicates that if our office is more than 100 miles from North Port, we would get 0 points in evaluation. If our office was less than 100 miles from North Port, then we would get 1 point. We are in Orlando. This page indicates that we could still propose on North Port. So does page 34. Then page 48 says "PAGE TO BE RETURNED ONLY IF PROPOSER IS CLAIMING A LOCAL BUSINESS STATUS". So I do not need to complete page 48 since I am not claiming business status.

Is my understanding correct? Will you accept our proposal even though we are not a local firm?

**A1: Yes, you are correct. If you do not meet the local business status, please mark N/A on the forms.**

**Q2:** In fiscal year 2017, were there any additional services provided by the current auditors? If so, what were they and what were the fees?

**A2: No additional services were provided by the auditors during FY17.**

**Q3:** Does City of North Port expect to meet the requirements for a Federal Single Audit in 2018?

**A3: We do not expect the City to meet the requirements for a Federal Single Audit for FY18.**

**Q4:** Does City of North Port expect to meet the requirements for a Florida Single Audit in 2018?

**A4: We do not expect the City to meet the requirements for a State Single Audit for FY18.**

**Q5:** Are there any material current events that will affect City of North Port during the 9/30/18 fiscal year (lawsuits, debt issuances, changing software, new programs, loss/gain of major funding source...)?

**A5: Material current events affecting the City during FY18:**

- Per an interlocal agreement, the City made a one-time lump sum contribution in the amount of \$4.7 million to the West Villages Improvement District for the design and construction of the Atlanta Braves spring training stadium/complex within city limits. This payment was made from the City's Surtax III Capital Projects Fund.
- Updated classification/compensation study was implemented for all employees.
- Implementation of GASB 75 (no OPEB trust; implicit subsidy only).

**Q6:** Who will be the members of the audit selection committee?

**A6: City Staff**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

*Keith Raney*

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Keith Raney, CPPB, CPPO  
Contract Administrator II  
Finance Department/Purchasing Division  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941.429.7103  
Fax: 941.429.7173

E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.  
End of Addendum No.2



**City of North Port**  
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**August 15, 2018**

**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2018-63 FINANCIAL AUDITING SERVICES**

**DUE DATE September 4, 2018**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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**QUESTIONS/ANSWERS**

**Q1:** I'm emailing with a question in reference to RFP No. 2018-63. In the section describing format of proposals it states that font should be Calibri size 11. Does that mean all text, including headers, or just the body of the text excluding headers/section titles?

**A1:** The body of the text excluding headers/section titles

**Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.**

*Keith Raney*

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Keith Raney, CPPB, CPPO  
Contract Administrator II  
Finance Department/Purchasing Division  
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North Port, Florida 34286  
Tel: 941.429.7103  
Fax: 941.429.7173

E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)

**Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.**  
**End of Addendum No.1**



# City of North Port



**FINANCIAL AUDITING SERVICES**

**Request for Proposal No. 2018-63**

REQUEST FOR PROPOSAL

CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
FINANCIAL AUDITING SERVICES

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CITY OF NORTH PORT, FLORIDA

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

**RFP NO. 2018-63**  
**FINANCIAL AUDITING SERVICES**

It is the intent of the City of North Port to select an experienced and qualified Certified Public Accounting firm (Auditor) to provide professional **FINANCIAL AUDITING SERVICES** for the City, as required by Florida Statute 218.391, for the fiscal years ending September 30, 2018; 2019; 2020; 2021 and 2022.

**PROPOSAL DUE DATE:**  
**September 4, 2018 AT 2:00 P.M.**

Proposals may be mailed, or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM (EST) ON September 4, 2018.** PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.

**SEPTEMBER 3, 2018 IS LABOR DAY, THE CITY OF NORTH PORT WILL BE CLOSED. PLEASE PLAN ACCORDINGLY.**

<i>Non-mandatory Pre-proposal Meeting</i>	<i>No Meeting Scheduled at this time</i>
<i>Committee Meeting for Evaluation and Final Ranking (Open to Public)</i>	<i>September 10, 2018 @ 2:00 PM City Hall, Room 337A</i>

Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com) or through the link provided on the city web site at [www.cityofnorthport.com](http://www.cityofnorthport.com). Proposal documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; however, addendums are only posted on [www.demandstar.com](http://www.demandstar.com). If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Keith Raney, CPPB, CPPO Contracts Administrator II at 941-429-7103. Requests for additional information or clarification must be submitted in writing via facsimile to (941) 429-7173 or emailed to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **August 28, 2018 at 2:00 P.M.**

**The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.**

**PUBLISH: August 3, 2018**  
[www.cityofnorthport.com](http://www.cityofnorthport.com)  
[www.demandstar.com](http://www.demandstar.com)

*CITY OF NORTH PORT*  
*REQUEST FOR PROPOSAL NO. 2018-63*  
**FINANCIAL AUDITING SERVICES**

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**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
FINANCIAL AUDITING SERVICES**

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**STATEMENT OF NON-SUBMITTAL**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2018-63: FINANCIAL AUDITING SERVICES** for the following reason(s):

- \_\_\_\_\_ Insufficient time to respond to the solicitation.
- \_\_\_\_\_ We do not offer this service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Specifications or Scope of Service are unclear (explain below).
- \_\_\_\_\_ OTHER (please specify below).

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Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

**Note: Statement of Non-Submittal may be faxed in to the Purchasing Department at 941-429-7173.**

*CITY OF NORTH PORT*  
*REQUEST FOR PROPOSAL NO. 2018-63*  
**FINANCIAL AUDITING SERVICES**

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**PART I – GENERAL INSTRUCTIONS**

**1. PURPOSE:**

- A. Intent of RFP:** It is the intent of the City of North Port to select one (1) firm that clearly demonstrates the highest level of ability, experience and qualifications as Certified Public Accountants (Auditor) to provide professional **FINANCIAL AUDITING SERVICES** for the City, as required by Florida Statute 11.45, for the fiscal years ending September 30, 2018; 2019; 2020; 2021 and 2022.
- B. Time and Due Date:** The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm (EST) September 4, 2018.**
- C. Consultant(s):** The selected Consultant must be currently licensed to practice in the State of Florida, as required by law.

**Background:** The City of North Port is a political subdivision of the State of Florida located in the southernmost part of Sarasota County. The City includes just over 100 square miles of area and its population has doubled during the last decade currently surpassing 64,000 people and is still largely undeveloped. North Port is the 3<sup>rd</sup> largest City in the State and is the largest municipality by population in Sarasota County. The City is managed under a Commission-City Manager form of government. The legislative and governing body of the City is a five (5) member Commission led by a Mayor. Each Commissioner is elected to a four (4) year staggered term with a limit of two (2) consecutive terms. Information regarding City Commission can be found on the City's web site.

The City of North Port provides a range of municipal services. The public safety operation includes police and fire protection, as well as building inspections, code enforcement, and zoning. Recreational services include neighborhood parks, skate park facility, three (3) community centers and various athletic fields/complexes. Public Works provides essential street and highway maintenance, signalization, landscape maintenance, and solid waste collection. Water and sewer utilities provide water and sewer service and reclaimed water for irrigation. Other services provided include planning, engineering, community development and general administrative services.

- 3. CONTRACT AWARD/TERM:** The City anticipates entering into one (1) contract with the firm that submits the proposal judged to be most advantageous to the City.

This contract will become effective immediately upon approval of the contract by the City Commission and will remain in effect through the completion of work for fiscal year ended September 30, 2018. The contract is for a five (5) year period and may be extended for two (2) additional two (2) year periods, by mutual agreement and within budgetary limitations, at the same terms and conditions.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute an agreement.

- 4. DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
FINANCIAL AUDITING SERVICES**

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**5. DEFINITIONS:**

**AGREEMENT:** The term "Agreement" shall refer to the Agreement that may result from this Request For Proposal.

**CITY:** The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

**FIRM/CONSULTANT:** The term "FIRM" or "CONSULTANT" shall refer to the Proposer/Firm.

**DUE DATE AND TIME:** The term "Due Date and Time" shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

**PROPOSAL/REPLY/SUBMITTAL:** The term "Proposal", "Reply" and "Submittal" The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

**PROPOSER:** The terms "Proposer" or "the Firm" or "the Broker of Record" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

**PROPOSAL FORMS:** The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Proposal.

**REQUEST FOR PROPOSAL:** The terms "Request for Proposal", "RFP", or "Solicitation" shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

**RESPONSIVE PROPOSAL/REPLY/SUBMITTAL:** Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

**RESPONSIBLE RESPONDENT:** A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

**SPECIFICATIONS:** The term "Specifications" shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

**SUBCONSULTANT:** The term "Subconsultant" and "Sub-consultant" shall refer to any person, consultant, entity, or organization, other than the employees of the successful proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the work or services to the city, whether directly or indirectly, on behalf of the successful proposer.

**TIME OF COMPLETION:** Time in which the entire work shall be completed for each Work Assignment.

**WORK:** The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

**WORK ASSIGNMENT:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY MANAGER.

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
FINANCIAL AUDITING SERVICES**

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- 6. INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at [Purchasing@cityofnorthport.com](mailto:Purchasing@cityofnorthport.com). The City will respond to written, e-mailed or faxed, inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **August 28, 2018 at 2:00 p.m. (EST)**.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at [www.demandstar.com](http://www.demandstar.com). It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

- 7. PRE-PROPOSAL MEETING:** Is not scheduled at this time.
- 8. PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **RFP NO. 2018-63 FINANCIAL AUDITING SERVICES** and addressed to:

**City of North Port  
Keith Raney, CPPB, CPPO, Contracts Administrator II  
4970 City Hall Boulevard, Suite 337  
North Port, Florida 34286**

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

- 9. PRESENTATIONS/DISCUSSIONS (NOT APPLICABLE FOR THIS PROJECT):** The Evaluation Committee may conduct presentations/discussions. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.
- 10. PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.
- 11. DRUG FREE WORKPLACE:** The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".
- 12. PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes §287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONSULTANT, Supplier, Subconsultant, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

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provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”

- 13. MINORITY and WOMEN OWNED BUSINESS ENTERPRISE (M/WBE):** M/WBEs are encouraged to participate in the reply process. All M/WBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime CONSULTANT/CONSULTANT to claim M/WBE status.
- 14. REGULATIONS:** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 15. CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.
- 16. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.
- The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.
- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer’s performance. This evaluation will become public record.
- 20. PAYMENTS( If Applicable):** The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant’s invoice and written approval of same by the City’s Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City’s Administrative Agent based on the percentage of the amount for those specific services. The Consultant’s invoices shall be in a form satisfactory to the City of North Port Finance



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Department, who shall initiate disbursements.

**21. TAXES:** City of North Port is exempt from Federal Excise and State Sales Taxes. The CONSULTANT shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**22. INSURANCE REQUIREMENTS:** The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, CONSULTANT shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with CONSULTANT.

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease. Or, Worker's Compensation Exemption (notarized affidavit) for a one-person operation. Or, Worker's Compensation Exemption through State if Non-Construction company and have four or more employees.

ii. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

iii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

iv. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

v. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the CONSULTANT. The CONSULTANT's insurance is considered primary for any loss regardless of any insurance maintained by the CITY. The CONSULTANT is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

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All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the CONSULTANT's responsibility to provide notice to the CITY.

- B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the CONSULTANT for the CITY. It is the CONSULTANT's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the CONSULTANT, its officers, officials, agents, employees, volunteers, and any subconsultants, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the CONSULTANT or its agents may be responsible for.
- C. **POLICY FORM**
- i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the
  - ii. Exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
  - iii. Insurance requirements itemized in this Contract, and required of the CONSULTANT, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
  - iv. Each insurance policy required by this Contract shall:
    - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
    - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
  - v. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
  - vi. The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT's liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONSULTANT and its carrier.

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- vii. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.
- viii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- ix. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY's Purchasing Office before the CONSULTANT will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- x. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the CONSULTANT's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.
- xi. Also, the City's Risk Management Division requires that part of the course instruction includes an educational component on alligators and venomous snakes.
- xii. The Applicant must provide the City with copies of the insurance policies which are to be kept on file in the City of North Port General Services Department. Any party providing services to the City will be expected to enter into a written agreement or contract with the city that incorporates, either in writing or by reference, all the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder of services to the City.

**23. INDEMNITY:** The **FIRM** shall be fully liable for the actions of its directors, officers, members, partners, or subconsultants, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **FIRM**, its officers, directors, members, partners, or subconsultants, and employees or agents of any of them; provided, however, that the **FIRM** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **FIRM** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **FIRM's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **FIRM's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in

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a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **FIRM** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section \_\_\_\_\_. Notification may also be provided by fax transmission to the number provided in Section \_\_\_\_\_, if provided.

The **CITY** shall provide all available information and assistance that the **FIRM** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **FIRM's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

- 24. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.
- 25. COLLECTION OF FEES, ASSESSMENTS AND TAXES:** By acceptance of an Agreement, the Successful CONSULTANT acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.
- 26. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list 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 CONSULTANT, supplier, subconsultant, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity."
- 27. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 28. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the

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registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

**29. ASSIGNMENT:** The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the CONSULTANT from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

**30. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to CONSULTANT. The City Commission shall approve all increases in compensation under the Agreement.

**31. CHANGES IN THE WORK:** The City, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. Such work shall be executed under the conditions of the original Agreement. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Agreement sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

- By estimate and acceptance in a lump sum.
- By unit prices named in the Agreement, Fee Schedule, or subsequently agreed upon.
- By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the CONSULTANT, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the CONSULTANT. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the CONSULTANT shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

**32. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

**33. PUBLIC RECORDS:**

In accordance with Florida Statutes §119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

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1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  2. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONSULTANT's records under this Agreement include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the CITY's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the CONSULTANT does not transfer the records to CITY following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in CONSULTANT's possession or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records.
- E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL [padkins@cityofnorthport.com](mailto:padkins@cityofnorthport.com).
- F. Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, the CONSULTANT may be subject to penalties under Florida Statutes 119.10.
- 34. SUNSHINE LAW EXEMPTIONS:** The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"
- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
  - Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
  - Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or

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- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

- 35. REPLIES ARE SUBJECT TO PUBLIC INSPECTION:** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.
- 36. NON-EXCLUSIVITY:** No guarantee of certain services, volume of work, or quantity of projects is implied. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any CONSULTANTS at any time for any project other than those selected.
- 37. SCRUTINIZED COMPANIES:** For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.
- 38. JOINT VENTURES:** The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.
- 39. SUB-CONSULTANTS:** A Sub-consultant is an individual or Consultant contracted by the Consultant or Consultant's Consultant to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's Consultant and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the

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Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-Consultants hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

- 40. DISCREPANCIES, ERRORS AND OMISSIONS:** Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.
- 41. DISQUALIFICATION:** The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the CONSULTANT. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 42. RESPONSES / PROPOSAL RECEIPT:** Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.
- 43. LOCAL PREFERENCE:** Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.
- A. "Local business" means a proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer's employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- B. "North Port local business" means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer's employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.



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D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.

- D. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

**The CONSULTANT acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.**

**END OF PART I**

## PART II – SCOPE OF SERVICE

- 1. SCOPE OF SERVICES:** The entity to be audited under this RFP is the City of North Port, Florida including all departments/divisions of the City. The funds to be audited are those included or includable in the City's CAFR.

**A. Financial Information**

The City's accounting system is fully automated and utilizes various modules of an integrated financial system provided by Superion.

The City of North Port reported in fiscal year ended September 30, 2017 on a combined total of thirty-nine (39) funds including:

<b>Fund Type</b>	<b>Number</b>
General Fund .....	1
Major Special Revenue Funds .....	3
Non-major Special Revenue Funds .....	16
Major Capital Projects Fund .....	2
Non-major Capital Projects Fund .....	2
Debt Service Fund .....	1
Enterprise Funds (4 reported as one activity) .....	5
Pension Trust Funds .....	2
Clearing Funds .....	3
Agency Funds .....	4

For fiscal year ended September 30, 2017, there was no federal or state single audit required. The City's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017 is located on the City's website at [www.cityofnorthport.com/index.aspx?page=177](http://www.cityofnorthport.com/index.aspx?page=177).

The City prepares its budgets on a modified accrual basis.

The City of North Port participates in the following pension plans:

- One cost-sharing multi-employer public employee retirement plan: Florida Retirement System (FRS).
- Two single employer defined benefit plans: Municipal Police Officers' Pension Trust Fund and Municipal Firefighters' Pension Trust Fund.

The Florida Retirement System (FRS) is administered by the State of Florida and is available to the City's non-uniformed (general) employees. The North Port Police Officers' and Firefighters' Pensions are administered and operated by a five (5) member Board of Trustees and the pension boards are also responsible for investment management of the funds. The North Port Police Officers' and Firefighters' Pensions issue financial reports that include financial statements and required supplementary information. These reports may be obtained from the City of North Port's Finance Department.

The Police Officers' and Firefighters' Pension Plans are audited under a separate audit engagement.

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The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of North Port for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016. This was the twenty-first consecutive year that the City has received this prestigious award. Prior years' Comprehensive Annual Financial Reports are available for review at the City of North Port's Finance Department, 4970 City Hall Boulevard, North Port, Florida 34286 and on the City of North Port's website at [www.cityofnorthport.com/index.aspx?page=177](http://www.cityofnorthport.com/index.aspx?page=177).

The audit fees for the previous three fiscal years were as follows:

9/30/15 - \$52,500 plus \$3,500 per major program

9/30/16 - \$52,500 plus \$3,500 per major program

9/30/17 - \$53,500 plus \$3,500 per major program

**B. Reporting Requirements**

1.Criteria – Section 11.45, Florida Statutes, requires each local government entity to have completed, within nine (9) months of the fiscal year-end, an annual financial audit of its accounts and records. The City is soliciting proposals from qualified certified public accounting firms to audit its financial statements for five (5) fiscal years ending September 30, 2018 to September 30, 2022. These audits are to be performed in accordance with:

- 1.1 Section 11.45, Florida Statutes, and other applicable statutes;
- 1.2 Rules adopted by the Auditor General for form and content of local government entity audits (Chapter 10.550 and 10.600, Rules of the Auditor General);
- 1.3 Statements issued and adopted by the Governmental Accounting Standards Board;
- 1.4 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
- 1.5 Generally Accepted Government Auditing Standards (Yellow Book);
- 1.6 United States Office of Management and Budget (OMB) Uniform Guidance for Federal Grants;
- 1.7 Florida Single Audit Act;
- 1.8 Statements and interpretations issued by the Financial Accounting Standards Board, if applicable;
- 1.9 Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagements.

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- 2.The City will send its Comprehensive Annual Financial Report to the Government Finance Officers Association for review in their Certificate of Achievement for Excellence in Financial Reporting program. The deadline for this submittal is March 31. Completion of the audit shall have a target date of March 1 to allow the City enough time to assemble the Comprehensive Annual Financial Report to meet the GFOA deadline.
- 3.If required by the Federal Uniform Guidance and/or State Single Audit Act, the schedule(s) of federal and/or state financial assistance and related Auditor's report(s), as well as the reports on internal and state controls and compliance will be necessary.
- 4.The accounting personnel of the City will prepare and provide copies of working trial balances used to prepare the financial statements. The financial statements and footnotes will also be prepared by the City's Finance Department. The City's Accounting Division personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.
- 5.Office space will be provided near the financial records. Telephones and internet access will be made available as well as the use of a copier/scanner during the engagement. The Auditor will be required to provide its own equipment and other office materials.
- 6.The Auditor shall provide the following:
- 6.1 Independent Auditor's Report on the basic financial statements of the City, in conformity with generally accepted accounting principles.
- 6.2 Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- 6.3 If required by the Federal Uniform Guidance and/or Single Audit Act, Schedules of Federal and State Financial Assistance and accompanying Notes to the Schedules of Federal and State Financial Assistance.
- 6.4 If required by the Federal Uniform Guidance and/or Single Audit Act, Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control.
- 6.5 If required by the Federal Uniform Guidance and/or Single Audit Act, Schedule of Findings and Questioned Costs.
- 6.6 If required by the Federal Uniform Guidance and/or Single Audit Act, Summary Schedule of Prior Audit Findings and Corrective Action Plan.
- 6.7 If required by the Federal Uniform Guidance and/or Single Audit Act, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

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- 6.8** Independent Auditor's Management Letter as required by Section 11.45, Florida Statutes and defined in Rule 10.550, Rules of the Auditor General for Local Governmental Entity Audits. The draft of the management letter is to be discussed with key staff members before its issuance in final form.

**7. Time table:** All required reports shall have a target due date of March 1.

**C. Reports to be Issued** - Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

1. Reports, if required, mentioned in section 1. B. 6. above.
2. Any other required reports and schedules required by Federal Uniform Guidance and/or State Single Audit Act.

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the 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 consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

The separate management letter shall include, but not be limited to:

1. A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.
2. A statement as to whether or not the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
3. Any recommendations to improve the City's financial management, accounting procedures, and internal controls.
4. Matters that are not clearly inconsequential, considering both quantitative and qualitative factors, including the following:
  - Violations of laws, rules, regulations, and contractual provisions or abuse that have occurred, or were likely to have occurred, and were discovered within the scope of the audit.
  - Improper or illegal expenditures discovered within the scope of the audit that may or may not materially affect the financial statements.
  - Deficiencies in internal control that are not reportable conditions, including, but not limited to:

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- Improper or inadequate accounting procedures (i.e., the omission of required disclosures from the annual financial statements).
  - Failures to properly record financial transactions.
  - Other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the Auditor.
5. A statement as to whether or not the City has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met.
6. A statement as to whether or not the financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial report for the current audited period and, if not, explanations of any significant differences.
7. The following information regarding the Auditor's application of financial condition assessment procedures pursuant to Rule 10.556:
- A statement that the Auditor applied financial condition assessment procedures pursuant to Rule 10.556(7).
  - If deteriorating financial conditions are noted, a statement that the City's financial condition is deteriorating and a description of conditions causing the Auditor to make this conclusion. Findings regarding deteriorating financial condition must be prepared in accordance with Rule 10.557.

The Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- ❖ City Commission
- ❖ City Manager
- ❖ City Finance Director
- ❖ Audit Committee, if directed by City Commission

**D. Special Considerations**

1. *Assistance in Implementing Government Accounting Standards Board Statements:* The Auditor shall assist the City in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised.
2. The Auditor shall assist the City in preparing the Comprehensive Annual Financial Report. The City shall retain ultimate responsibility for preparation of this document; however, the Auditor shall provide the following assistance:
- 2.1 Proof reading of entire document.
  - 2.2 Overall review including layout, design, and suggested improvements.
3. Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Finance Director and/or designee(s), and endeavor to accomplish the audit in a phased-in approach throughout the year, if deemed

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necessary, to reduce the year-end workload on both the audit firm and City staff. City staff will make financial records available to the Auditor throughout the fiscal year to assist in this regard. End-of-year records will be furnished to the Auditor as they become available after the fiscal year ends.

4. The schedule of federal awards and state financial assistance and related Auditor's reports, as well as the reports on the internal control over financial reporting and compliance, are to be issued as part of the Comprehensive Annual Financial Report.

**E. Other Considerations**

Irregularities and Illegal Acts: Auditors shall be required to make an immediate, written report to the City Manager, or appropriate elected official, of any irregularities and illegal acts or indications of illegal acts of which they become aware.

Working, Paper Retention and Access to Working Papers: All working papers and reports must be retained **at the Auditor's expense** for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the City of North Port. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Other Audit Services: Periodically the City of North Port may require separate audits and/or consulting engagements to be performed. The Auditor will be expected to perform these audits and/or consulting engagements requested by the City outside of the standard audit at a mutually agreed upon hourly rate.

**F. Project Guidelines and Criteria**

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City will retain the right to approve or reject replacements.

Auditors mentioned in response to this Request for Proposal can only be changed with the express prior written permission of the City, which will retain the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Auditor, provided that replacements have substantially the same or better qualifications or experience.

**END OF PART II**

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***PART III – EVALUATION OF PROPOSALS***

**EVALUATION METHOD AND CRITERIA:** All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

**AWARD CRITERIA:** CONSULTANTS are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under **Part II thru Part V**. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.



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**EVALUATION CRITERIA:** Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

**Remarks:** The assigned value is judged on a scale of 0 through 5

**0**=Information/documentation provided is not adequate for evaluation

**1**=Poor, Unacceptable, Needs major help to be acceptable

**2**=Marginal, Weak, Workable but needs clarifications

**3**=Good, No major weaknesses, Fully Acceptable as is

**4**=Excellent, Very good, Solid in all respects

**5**=Outstanding, out-of-the-box, Innovative

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
<b>Expertise and Experience</b> <ul style="list-style-type: none"> <li>• Size of firm/governmental staff, full/part time staff, organizational structure</li> <li>• Qualifications of principal firm, joint venture or consortium firms</li> <li>• Similar engagements with governmental entities</li> <li>• Prior engagements with City of North Port</li> <li>• Quality control</li> <li>• Federal/state desk review results, field review results</li> <li>• Disciplinary actions by Board of Accountancy</li> <li>• Litigation against firm</li> <li>• Specialized performance audits</li> </ul>	<b>0-5</b>		<b>X 6</b>	=
<b>Partner &amp; Supervisory Staff Qualifications &amp; Experience</b> <ul style="list-style-type: none"> <li>• At least three (3) years' experience</li> <li>• Completion of at least two (2) governmental entities' financial audits</li> <li>• Florida CPA</li> <li>• Continuing professional education of staff assigned to audit</li> <li>• Membership in relevant professional organizations</li> <li>• Assurance of quality of staff</li> </ul>	<b>0-5</b>		<b>X 5</b>	=
<b>Specific Audit Approach</b> <ul style="list-style-type: none"> <li>• Work plan</li> <li>• Proposed segmentation of the engagement</li> <li>• Staff level/hours of each segment</li> <li>• Type/extent of analytical procedures</li> <li>• Approach to understand City's internal control structure</li> <li>• Approach to determine laws/regulations to be subject to audit test work</li> <li>• Firm philosophy on staff rotation</li> <li>• Reference to information sources</li> </ul>	<b>0-5</b>		<b>X 5</b>	=
<b>Cost See Attached Schedule "A" – must be completed in order to be deemed responsive.</b>	<b>0-5</b>		<b>X 3</b>	=

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<b>LOCATION/FACILITIES OF WORKING OFFICE(S) THAT WILL PROVIDE STAFF FOR THIS SERVICE:</b> <b>A. LOCATION – (0 or 1 Point)</b> (< 100 miles of the City – 1 point/ > 100 miles of the City – zero points).  <b>B. LENGTH AT ABOVE LOCATION**</b>		<b>X 0 or 1</b>  <b>X1, or .75, or .50 or 0</b>	=  =
<b>SUB-TOTAL</b>			<b>97</b>
<b>THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:</b>			
MBE / WBE / VBE Certification* A. Certified Minority                      Value of 3 B. Non-certified or N/A                  Value of 0	<b>0 or 3</b>		<b>X 1</b> =
Local Business	0 or 5		X 1 =
North Port Local Business	0 or 7		X 1 =
* Minority and Women-Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime CONSULTANT and certificate must be submitted with proposal. This will be verified by Purchasing and provided at the evaluation meeting. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.			
<b>TOTAL POINTS</b>			<b>TBD</b>
<b>REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3.</b>  <b>Length at Location that will provide service:</b> ___ Office has been established more than 3 years                      1 Points ___ Office has been established between 1 to 3 years                      .75 Points ___ Office has been established between 6 months to 1 year                      .50 Points ___ Office has been established less than 6 months                      0 Points			

**SCORING:**

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
  - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
  - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 97 and bonus points (applicable preference points) will be added to the total points scored.
  - c) Each total raw score will be converted to an ordinal score.
  
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.

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- a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
  - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
- a) Adjust their scoring based on committee discussion; or
  - b) Re-rank the proposers based on committee discussion; or
  - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.
- 6) The Proposer with the Highest Flat Fee will be awarded the maximum assigned value of 5 points for a score of 15 points listed in the scoring criteria section. All other proposals will be scored accordingly.

**SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS:** The Selection Committee shall evaluate and score all responsive proposals and select at least three (3) firms to be the most qualified to hold telephone discussions, if applicable. Discussions are not open to the public, ***please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee.*** Each of the top scored firms will be contacted via e-mail and informed of the time that the discussions will begin. The short-listed firms may be provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are not "Open" to the public) are completed, the Professional Service Committee will commence discussions, evaluations and ranking meeting (which is "Open" to the public).

The firm ranked number one by the Selection Committee in the final ranking will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the selection committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked CONSULTANT. Following the negotiations, a final contract will be presented for City Commission approval.

**If presentations are not requested:** Contract negotiations will then commence with the top ranked firm upon City Manager approval. The department will prepare the agenda item for the next available Commission meeting and request the City Commission to approve the contract and authorize the City Manager or his designee to execute the contract with the top ranked, responsive and responsible firm.

**If presentations are requested - Formal Oral Presentations:** Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the

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presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

**Final Ranking (if presentations are requested) and Recommendation for Award:** Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive and responsible firm.

**SCHEDULE:** The anticipated schedule for this project is as follows:

<b>TIMELINE OF EVENTS</b>	<b>EVENT TIME/PLACE</b>	<b>EVENT DATE</b>
<b>Issuance of Proposal</b>	<b>8:00 AM</b>	<b>August 3, 2018</b>
<b>Non-mandatory Pre-proposal Meeting</b>		<b>No Meeting</b>
<b>Deadline to submit questions/clarifications</b>	<b>2:00 PM</b>	<b>August 28, 2018</b>
<b>Submittal Due Date</b>	<b>2:00 PM</b>	<b>September 4, 2018</b>
<b>Preliminary Scoring/Shortlisting of Firms (OPEN TO PUBLIC)</b>	<b>2:00 PM</b> <b>CITY HALL, ROOM 337a</b>	<b>September 10, 2018</b>
<b>Presentations – or - Negotiations Team Meeting (CLOSED TO PUBLIC)</b>	<b>tbd</b>	<b>tbd</b>
<b>Agreement to Commission</b>	<b>tbd</b>	<b>tbd</b>

**END OF PART III**

**PART IV – RULES, INSTRUCTIONS AND CITY REQUIRED FORMS  
FOR  
PREPARING PROPOSALS**

- 1. RULES FOR PROPOSALS** - The purpose of this section of the Solicitation Document is to identify the requirements for Proposers to submit a **complete AND correct** Proposal Package, which shall cover:
- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed in legible handwriting using **blue ink**. The Proposer's authorized agent will sign the Proposal Forms in **blue ink**, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes [www.DemandStar.com](http://www.DemandStar.com) for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's sole method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at [www.DemandStar.com](http://www.DemandStar.com) or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

**2. PROPOSAL FORMAT/REQUIREMENTS**

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

**TITLE PAGE:** Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and email address) and the date of the proposal.

**TABLE OF CONTENTS:** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

**TAB 1 - TRANSMITTAL LETTER:** Provide a Letter on Interest indicating the project for which the firm is applying, and the firm's commitment to the project. The response shall contain a cover letter signed in blue ink by a person who is

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authorized to commit the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

**TAB 2 – EXPERTISE & EXPERIENCE:** Relative to the scope of services for the project, describe the specific ability of the firm (Project manager, other key personnel and consultants). Provide the firm's past experience and performance on comparable government engagements. A minimum of five (5) years experience in local government financial audits is required.

1. The Auditor will state the size of the firm; the size of the firm's governmental audit staff; the location of the office from which the work on this engagement is to be performed; the number, governmental experience, and nature of the professional staff to be employed in this engagement on a full-time basis; and the number of staff to be so employed on a part-time basis.
2. If the Auditor is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal Auditor should be noted, if applicable (Also refer to General Instructions #38).
3. *Similar Engagements with Other Governmental Entities:* For the firm's office that will be assigned responsibility for the audit, list the engagements (minimum of 2) performed by this firm in the last five (5) years that are similar to the engagement described in the proposal. These engagements should be ranked on the basis of total staff hours. Indicate a summary of the scope of work (including single audits), dates, engagement partners, total hours, and the name and telephone number of the principal client contact.
4. *Prior Engagements with the City:* List separately all engagements with the City for the last five (5) years, ranked on the basis of total staff hours, by type of engagement (i.e., audit, management advisory services, other). Indicate a summary of the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.
5. Submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.
6. Provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.
7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations, if applicable.
8. Provide a summary of any litigation filed against the Auditor in the past three (3) years that is related to the services that Auditor provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

**TAB 3 – PARTNER & SUPERVISORY STAFF QUALIFICATIONS & EXPERIENCE:** Partner and supervisory staff members on the project must have at least three (3) years experience, and have completed two (2) local government entities' (as defined in Florida Statute Section 11.45(l)(d)) annual financial audits.

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FINANCIAL AUDITING SERVICES**

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1. Identify the principal supervisory and management staff, including engagement partners, manager, other supervisors, and specialists who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Florida. Provide information on the government auditing experience of each person within the past five (5) years, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2. Provide all relevant information regarding the number, qualification, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. Indicate how the quality of staff over a five (5) year term of the contract will be assured.

**TAB 4 - SPECIFIC AUDIT APPROACH:** The Auditor should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

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

1. Proposed segmentation of the engagement.
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
3. Type and extent of analytical procedures to be used in the engagement.
4. Approach to be taken to gain and document an understanding of the City's internal control structure.
5. Approach to be taken in determining laws and regulations that will be subject to audit test work.
6. Firm's philosophy on staff rotation.

**Identification of Anticipated Potential Audit Problems:** Identify and describe any anticipated potential audit issues or considerations, the firm's approach to resolving these issues, and any special assistance that will be requested from the City.

**TAB 5 – COST:** Schedule A Cost Proposal Form

**TAB 6 – REQUIRED FORMS/STATEMENTS:** Provide completed required forms in this section.

**A. Independence:** The Auditor shall provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

**B. Licensing:** An affirmative statement shall be included that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.

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**TAB 7 - LITIGATION AND INSURANCE** - Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall advise the amount of liability insurance you have.

**TAB 8 – ADDITIONAL INFORMATION:** Any other pertinent information the proposer chooses to provide.

**TAB 9 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS:** This checklist is provided to assist each proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each proposer to read and comply with the solicitation in its entirety.

**A. SUBMITTAL REQUIREMENTS**

1. **NUMBER OF PAGES:** SECTION III of the proposal shall not exceed (40) pages (one-sided) or (20) pages (two-sided) in length. *(The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).*
  - 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above.
  - 1.2 Place proposal with all the required items in a sealed envelope clearly marked for Request for Proposal 2018-63, project name, name of proposer, due date and time.
2. **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF format for all pages of the submittal.
3. **NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES:** three (3) hard-copies **BOUND** (marked "**COPY**"). **(1 original + 3 copies = 4 total submittals).**
4. **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the entire submittal.



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**B. CITY REQUIRED SUBMITTAL FORMS/CHECKLIST**

**READ/EXECUTED  
& INCLUDED**

- ☐ Submittal Signature Form
- ☐ References
- ☐ Drug-Free Workplace (If Applicable)  
☐ YES ☐ NO
- ☐ Public Entity Crime Information  
☐ YES ☐ NO ☐ N/A
- ☐ Non-Collusive Affidavit
- ☐ Statement of Organization
- ☐ State of Florida Registration Requirements (<http://www.sunbiz.org/search.html>) Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration must be included with submission.  
☐ Copy of Registration, Attached  
☐ State required license for Prime Firm Only (Not sub-CONSULTANTS)
- ☐ Conflict of Interest Form
- ☐ Scrutinized Certification Form
- ☐ Disclosure Form for Consultant/Engineer/Architect
- ☐ No Lobbying Affidavit
- ☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.  
☐ YES ☐ NO Sample Insurance Certificate is included with the submittal  
  
**MBE/WBE/VBE:** If claiming Minority Business Enterprise/Women Business Enterprise/Veterans Business Enterprise, the Prime Firm (not sub-CONSULTANT) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.  
☐ YES, CLAIMING MBE/WBE/VBE STATUS AS PRIME ONLY  
☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE/VBE STATUS FROM THE STATE OF FLORIDA, AS OUTLINED SECTION 12.  
☐ NOT CLAIMING MBE/WBE/VBE

**CITY OF NORTH PORT  
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**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL  
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone # \_\_\_\_\_ E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

Main Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Address of Office Servicing City of North Port, if different than above: ☐ SAME AS ABOVE

Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone # \_\_\_\_\_ E-mail \_\_\_\_\_ Fax # \_\_\_\_\_

Name & Title of Firm Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Do you accept Visa? ☐ YES ☐ NO

• OFFICE SERVICING CITY OF NORTH PORT (CITY HALL): ☐ LESS THAN 100 MILES ☐ MORE THAN 100 MILES

• LENGTH OF TIME AT THIS LOCATION: ☐ MORE THAN 3 YEARS ☐ 1 TO 3 YEARS

☐ BETWEEN 6 MONTHS TO 1 YEAR ☐ LESS THAN 6 MONTHS

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CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
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**SCHEDULE "A"**  
**SECTION I – BASIC AUDIT**  
**COST PROPOSAL**

DESCRIPTION	UNIT (HOURS)	HOURLY RATE	EXTENDED COST
<b>2018 BASIC AUDIT</b>			
PARTNERS			
MANAGERS			
SUPERVISORY STAFF			
STAFF			
OTHER (SPECIFY)			
<b>SUB-TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2018 BASIC AUDIT</b>			
<b>2019 BASIC AUDIT</b>			
PARTNERS			
MANAGERS			
SUPERVISORY STAFF			
STAFF			
OTHER (SPECIFY)			
<b>SUB-TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2019 BASIC AUDIT</b>			
<b>2020 BASIC AUDIT</b>			
PARTNERS			
MANAGERS			
SUPERVISORY STAFF			
STAFF			
OTHER (SPECIFY)			
<b>SUB-TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2020 BASIC AUDIT</b>			

**This page must be submitted with proposal**

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<b>2021 BASIC AUDIT</b>			
PARTNERS			
MANAGERS			
SUPERVISORY STAFF			
STAFF			
OTHER (SPECIFY)			
<b>SUB-TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2021 BASIC AUDIT</b>			
<b>2022 BASIC AUDIT</b>			
PARTNERS			
MANAGERS			
SUPERVISORY STAFF			
STAFF			
OTHER (SPECIFY)			
<b>SUB-TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2022 BASIC AUDIT</b>			
<b>TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2018 THROUGH 2022 BASIC AUDIT</b>			

CITY OF NORTH PORT  
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SCHEDULE "A"- CONTINUED  
SECTION II – SINGLE AUDIT/MAJOR PROGRAMS  
COST PROPOSAL

SINGLE AUDIT/MAJOR PROGRAMS		
SINGLE AUDIT/MAJOR PROGRAMS 2018	EACH	
SINGLE AUDIT/MAJOR PROGRAMS 2019	EACH	
SINGLE AUDIT /MAJOR PROGRAMS 2020	EACH	
SINGLE AUDIT/MAJOR PROGRAMS 2021	EACH	
SINGLE AUDIT/MAJOR PROGRAMS 2022	EACH	
TOTAL FOR ALL INCLUSIVE MAXIMUM PRICE FOR 2018-2022 SINGLE AUDIT/MAJOR PROGRAMS		

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

AUTHORIZED SIGNATOR/TITLE FOR FIRM: \_\_\_\_\_

**This page must be submitted with proposal**

CITY OF NORTH PORT  
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**STATEMENT OF ORGANIZATION**  
**(Information Sheet for Transactions and Conveyances Corporation Identification)**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

**Name of Respondent:** \_\_\_\_\_

**DBA (if any):** \_\_\_\_\_

**Type of Entity** (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

\_\_\_\_\_

**Print Name and Title of person authorized to bind:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**(Please Check One)**

**Is this a Florida Corporation:**

☐ Yes      or      ☐ No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

\_\_\_\_\_

**What kind of corporation is it:**

☐ "For Profit"      or      ☐ "Not for Profit"

**Is it in good standing:**

☐ Yes      or      ☐ No

**Authorized to transact business  
in Florida:**

☐ Yes      or      ☐ No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:**

☐ Yes      or      ☐ No

**CITY OF NORTH PORT  
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**Names of Officers:**

**President:** \_\_\_\_\_

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

**Vice President:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who ☐  
is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

NOTARY SEAL:

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**REFERENCES/CLIENT LISTING**

(The firm shall provide a minimum of two (2) business related references for which they are currently providing, or have provided within the last seven (5) years, services similar to the scope of services required by this RFP.). Attach additional sheets if necessary.

**1.** Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

**2.** Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

**3.** Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

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4. Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

5. Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

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

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

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**CITY OF NORTH PORT  
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**Scrutinized Company Certification Form**

Company Name: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

☐ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☐ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

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

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Solicitation/Contract/PO Number (Completed by Purchasing):** \_\_\_\_\_

**CITY OF NORTH PORT  
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**DRUG FREE WORKPLACE FORM**

The undersigned CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Company Name)

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

**Check one:**

☐

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

☐

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**CITY OF NORTH PORT  
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**PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONSULTANT, Supplier, SubCONSULTANT, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read and understand  
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.  
§287.133.

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

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

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

Commission No: \_\_\_\_\_

NOTARY SEAL:

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CITY OF NORTH PORT  
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**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

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

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

Commission No: \_\_\_\_\_

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**CITY OF NORTH PORT  
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**CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I.**

- ☐ I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
**Name:** \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
- ☐ None Of The Above

**PART II:**

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2018-63  
FINANCIAL AUDITING SERVICES**

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**LOBBYING CERTIFICATION**

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF FLORIDA

COUNTY OF SARASOTA

This \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is the authorized representative of \_\_\_\_\_ (Name of the CONSULTANT, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

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

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

Commission No: \_\_\_\_\_

NOTARY SEAL:

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

CITY OF NORTH PORT  
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**AFFIDAVIT**

**Claiming Status as a Local Business**

**(In order to claim Local Business you MUST meet all requirements below: 1-4)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. I am the \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached proposal;

**AND**

2. I am fully informed respecting the operation and employees of the Proposer;

**AND**

3. I affirm that the Proposer has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is \_\_\_\_\_

**AND**

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

State of Florida

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

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

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

Commission No: \_\_\_\_\_

**THIS PAGE TO BE RETURNED ONLY IF PROPOSER IS CLAIMING A LOCAL BUSINESS STATUS**



CITY OF NORTH PORT  
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AFFIDAVIT

Claiming Status as a North Port Local Business

(In order to claim North Port Local Business you MUST meet all requirements below: 1-4)

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. I am the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached proposal;

**AND**

2. I am fully informed respecting the operation and employees of the Proposer;

**AND**

3. I affirm that the Proposer has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is \_\_\_\_\_.

**AND**

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
(Title)

State of Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

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

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

Commission No: \_\_\_\_\_

**THIS PAGE TO BE RETURNED ONLY IF PROPOSER IS CLAIMING A NORTH PORT LOCAL BUSINESS STATUS**

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**DISCLOSURE FORM**  
**FOR**  
**CONSULTANT/ENGINEER/ARCHITECT**

**Please select (only) one of the following three options:**

☐ Our firm has no actual, potential, or reasonably perceived, **financial\*** or **other interest\*\*** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial\*** or **other interest\*\*** in the outcome of the project as described here: \_\_\_\_\_.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:  
\_\_\_\_\_.

☐ Our firm has an actual **financial\*** or **other interest\*\*** in the outcome of the project as described here:  
\_\_\_\_\_.

**\*What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

**\*\*What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

**BUSINESS NAME:** \_\_\_\_\_

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **PART V. SAMPLE AGREEMENT**

**PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE**  
**DO NOT FILL OUT, EXECUTE, OR SUBMIT WITH YOUR PROPOSAL**

**AGREEMENT NO. 2018-63**

**Financial Auditing Services**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and \_\_\_\_\_, a \_\_\_\_\_ registered to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2018-63 and CONSULTANT's proposal submitted \_\_\_\_\_. The overall Scope of Services is described in Attachment A.

This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and the CONSULTANT and upon CONSULTANT's receipt of the written Notice to Proceed from the CITY's Purchasing office and shall continue through the completion of the project. The estimated completion date is \_\_\_\_\_.

### **B. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

#### **A. COMPENSATION**

1. CONSULTANT shall receive \_\_\_\_\_ (\$\_\_\_\_\_) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.
2. The CITY's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

#### **B. METHOD OF PAYMENT**

1. The CITY shall pay the CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the CONSULTANT's invoice and written approval of same by the CITY's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY's Administrative Agent based on the percentage of the amount for those specific services.
3. The CONSULTANT's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

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**3. LIABILITY OF CONSULTANT**

The CONSULTANT shall indemnify and hold harmless the CITY, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, or CONSULTANT's officers, employees, agents, and other persons employed or utilized by the CONSULTANT in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the CITY shall promptly notify the CONSULTANT in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission to the following fax number:

FAX: \_\_\_\_\_

The CITY shall provide all available information and assistance that the CONSULTANT may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the CITY and such insurance coverage shall not be deemed a limitation on the CONSULTANT's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

**4. CONSULTANT'S INSURANCE**

**A. INSURANCE**

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

1. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is

**CITY OF NORTH PORT**  
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written on a claims-made basis, **CONSULTANT** warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

3. Comprehensive Commercial General Liability Insurance: Occurrence from required. Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the **CONSULTANT**. The **CONSULTANT**'s insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. The **CONSULTANT** is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the **CONSULTANT**'s responsibility to provide notice to the CITY.

**B. WAIVER OF SUBROGATION**

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the **CONSULTANT** for the CITY. It is the **CONSULTANT**'s responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the **CONSULTANT**, its officers, officials, agents, employees, volunteers, and any subconsultants, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the **CONSULTANT** or its agents may be responsible for.

**C. POLICY FORM**

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Agreement, and required of the **CONSULTANT**, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. The

**CITY OF NORTH PORT  
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CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

3. Each insurance policy required by this Agreement shall:
  - c. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - d. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT's liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONSULTANT and its carrier.
6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.
7. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY's Purchasing Office before the CONSULTANT will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the CONSULTANT's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

**5. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

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- B.** If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C.** The CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
- D.** CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent CONSULTANT firms in effect at the time CONSULTANT's services are rendered. The CONSULTANT covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E.** The CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F.** The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CONSULTANT's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G.** Public Records Law: In accordance with F.S. §119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
1. Keep and maintain public records required by the City to perform the service.
    - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
    - b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONSULTANT'S records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
  2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City,

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upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if Consultant does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.**

**6. OWNERSHIP AND USE OF DOCUMENTS**

It is understood and agreed that all the documents, or reproducible copies, developed by the CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY's Administrative Agent for the CONSULTANT to use any of the work products of this Agreement on any non-CITY project.

Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

**7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the CITY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT's key personnel must receive the CITY's Administrative Agent's written approval before said changes or substitution can become effective.



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- A. The services to be rendered by the CONSULTANT shall commence within one (1) week of the CONSULTANT's receipt of written Notice to Proceed from the CITY.
- B. The CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement.
- C. The CONSULTANT agrees to provide to the CITY's Administrative Agent, monthly written progress reports concerning the status of the work. The CITY's Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CONSULTANT.
- D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as Attachment C and incorporated herein.

**8. OBLIGATIONS OF CITY**

- A. The CITY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the CITY's Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY's Administrative Agent shall include:
  - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
  - 2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  - 3. Review for approval or rejection all of the CONSULTANT's documents and payment requests.
- B. The CITY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the CITY's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY's Administrative Agent upon completion of the services to be performed by the CONSULTANT.
- C. The CITY's Administrative Agent shall conduct periodic reviews of the work of the CONSULTANT necessary for the completion of the CONSULTANT's services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the CITY. The CITY's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The CITY shall not provide any services to the CONSULTANT in connection with any claim brought on behalf of or against the CONSULTANT.

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**9. TERMINATION**

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the CONSULTANT to terminate the services of the CONSULTANT and, in that event, the CONSULTANT shall cease work and shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to the CONSULTANT and the CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – CONSULTANT’s Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Section II and any amounts withheld by the CITY to settle claims against or to pay indebtedness of the CONSULTANT in accordance with the provisions of the Agreement.
- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the CITY and the CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commissioners, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by the CONSULTANT prior to such termination.
- C. In the event that the CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days’ written notice to the CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating the CONSULTANT’s abandonment.
- D. The CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay the CONSULTANT’s properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY’s Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CONSULTANT or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) days from the date the notice is received to cure. If CONSULTANT fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
1. The quality of a portion or all of the CONSULTANT’s work not being in accordance with the requirements of this Agreement;
  2. The quantity of the CONSULTANT’s work not being as represented in the CONSULTANT’s Payment Request, or otherwise;
  3. The CONSULTANT’s rate of progress being such that, in the CITY’s opinion, substantial or final completion, or both, may be inexcusably delayed;

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4. The CONSULTANT's failure to use Agreement funds, previously paid the CONSULTANT by the CITY, to pay CONSULTANT's project related obligations including, but not limited to, subCONSULTANTS, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the CITY or its property;
6. Loss caused by the CONSULTANT;
7. The CONSULTANT's failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, the CONSULTANT shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

#### **10. INDEPENDENT CONSULTANT**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONSULTANT, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY. The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

#### **12. AMENDMENT**

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commissioners for the CITY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. For all other changes, the CITY's Administrative Agent and the CONSULTANT's representative shall agree in writing to the change.

#### **13. ASSIGNMENT**

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

#### **14. WAIVER**

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The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

**15. GOVERNING LAW, VENUE AND SEVERABILITY**

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

**16. AUTHORITY**

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

**17. NO HIRE**

The CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

**18. NOTICES**

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

**CONSULTANT'S REPRESENTATIVE:**

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

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

\_\_\_\_\_, \_\_\_\_\_  
TEL (xxx) xxx-xxxx

FAX (xxx) xxx-xxxx

EMAIL:

**CITY'S ADMINISTRATIVE AGENT:**

Individual

Title

City of North Port,  
4970 City Hall Blvd.  
North Port, FL 34286

TEL (941) 429-XXXX

FAX (941) 429-XXX

EMAIL:

**19. PARAGRAPH HEADINGS**

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**20. ATTORNEYS' FEES**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

**21. CONFLICTS**

In the event of any conflict between the provisions of this Agreement and RFP No. 2018-63 or the **CONSULTANT's** response, which are made a part hereof by reference, the Agreement shall control.

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**22. SCRUTINIZED COMPANIES:**

**A.** As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, the Contractor shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

**B.** As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, the Contractor shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
3. It is not engaged in business operations in Cuba or Syria.

**C.** If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate the Contract.

**D. PENALTY:**

1. A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

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**IN WITNESS WHEREOF**, the parties have executed the agreement as of the date first above written.

**ATTEST:**

**CITY OF NORTH PORT, FLORIDA**

**By:** \_\_\_\_\_  
Patsy Adkins, City Clerk, MMC

**By:** \_\_\_\_\_  
Peter D. Lear, CPA, CGMA City Manager

**APPROVED AS TO FORM AND CORRECTNESS:**

**By:** \_\_\_\_\_  
Amber L. Slayton, City Attorney

**WITNESS:**

**CONSULTANT:**

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida