

REQUEST FOR PROPOSAL

CB 21 – 006



AUDIT SERVICES

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

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CITY OF COCOA BEACH

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AUDIT SERVICES

GENERAL

The City of Cocoa Beach (CITY) is issuing a Request for Proposal (RFP) for providing auditing services for the CITY.

The CITY reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid (IFB). As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

Proposals are being solicited from qualified firms. Proposals must be submitted in accordance with guidelines presented in this Request for Proposal (RFP) and must, at a minimum, include the scope of services outlined.

CITY'S RIGHTS

The CITY'S rights include, but are not limited to, the following:

- Issuing addenda to the request for proposal, including extending or revising the time line for submittals.
- Withdrawing, reissuing or modifying the RFP package.
- Requesting clarification and/or additional information from any Proposer at any point in the procurement process.
- Executing an Agreement with a Proposer on the basis of the original proposals and/or any other information submitted by the Proposers at any time during the procurement process, including, but not limited to any term, extension, or renewal of the Agreement.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the request for proposal package, as may be deemed solely by the CITY to be in the best interest of the CITY.
- Accepting a proposal that may not offer the lowest cost but offers the best overall proposal based on the company's qualifications, technical proposal, financial strength, willingness to accept contractual terms as well as its cost proposal.
- Discontinuing its negotiations after commencing negotiations with a selected Proposer, if progress is unsatisfactory in the sole judgment of the CITY and commencing discussions with another qualified Proposer.
- The Auditor Selection Committee may, at its discretion, request (or not) firms to make oral presentations. Not all firms may be asked to make such presentations.

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PROPOSAL INSTRUCTIONS - GENERAL

The Proposer is directed to deliver sealed proposals to the City Clerk's Office, City of Cocoa Beach, 2 South Orlando Avenue, Cocoa Beach, Florida, 32931 **until Friday, March 5, 2021 at 2:00 P.M.** Local Time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The Chief Financial Officer (CFO) or designee will be the official authority for determining late bids. The CITY reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interest of the City of Cocoa Beach.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the CITY via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. The Proposer shall submit **one (1) ORIGINAL and four (4) copies of the proposal, with a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted**). Pricing is to be submitted in a separate, sealed envelope.
- B. The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.
- C. All prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by the CITY.
- D. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the CITY immediately upon receipt of the Request for Proposal.

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PROPOSAL INSTRUCTIONS -GENERAL

All proposals must be typed and presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal. All proposals shall contain a table of contents. Each lettered item below should be a separate section of the submittal. Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The CITY at its discretion may reject proposals that are substantially incomplete or lack key information. Submittals shall be limited to forty (40) pages. The page count excludes the cover, proposal form and certification form(s), introduction (cover letter), table of contents, section dividers and sample documents requested. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. In your proposal, please provide responses to the following:

- A. **Project Form and Certification:** Complete the form enclosed as **Exhibit E** and return in the submittal immediately following the cover page and before the cover letter. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.
- B. **Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the Proposer.
- C. **Table of Contents**
- D. **Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:
 - 1. Experience record showing the bidder's training and experience in similar work.
 - 2. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
 - 3. Identify the Project Team and a list of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.
- E. **Proposal Approach:** State your understanding of the Scope of Services as outlined in **Exhibit A** and the Proposer's recommended methodology to fulfill the project goal(s).
- F. **Work Product, Schedule and Fees:** This section shall include information regarding the anticipated type and date of deliverables necessary to meet the Proposal Approach presented by the Proposer. The fees proposed shall include all charges that may be anticipated in fulfilling the terms of this contract.

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PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED

Provide a statement setting forth the Proposer’s understanding of the work to be done and a positive commitment to perform the work within the specified time period.

Provide a statement as to whether the firm is local, regional, or national. The firm must have been established in Florida and performed continuous CPA services for a minimum of five (5) years. The firm must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

- Provide an affirmative statement that the Proposer and all assigned key professional staff are properly licensed to practice in Florida.
- Describe the size of the firm, the number of offices, the number of partners and professionals, and the size of the governmental audit staff.
- Indicate the number of government clients, the types of governments served and the types of engagements for the firm.
- Describe the firm's approach to continuing professional education with particular attention to continuing professional education related to government sector engagements. Specifically indicate if your firm holds seminars and offers CPE to clients at no charge. If so, indicate approximate times (i.e. month) and locations held in a typical year. (Note: this requirement is mandatory).
- Describe the firm’s approach to the peer review process and provide a report of the most recent peer review. Indicate whether that peer review included a review of local government client activities.
- Describe any disciplinary actions that have been instituted or proposed against the firm during the last three years and any pending disciplinary matters of which the firm is aware with state regulatory bodies, or professional organizations.
- Describe the results of any state or federal reviews of the firm’s government client audit work during the past three (3) years and describe any pending reviews of which the firm is aware.
- Describe any instance that the firm withdrew from an engagement prior to the agreed contract expiration date.
- Provide an affirmative statement that the firm is independent of the CITY as defined by generally accepted auditing standards (mandatory).
- Provide a copy of the firm’s latest peer review.

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PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

Indicate the location of the firm’s primary office that will staff the City of Cocoa Beach engagement, the number of partners and professionals in the office, the number of governmental auditing staff. The CITY places a high priority on the timely completion of the audit; therefore, submitting firms should demonstrate adequate staffing capability.

- A. Indicate the partner-in-charge and professional staff that will be assigned to the City of Cocoa Beach audit.
- B. For each person named above, provide as part of your proposal a resume which includes the following information:
 - 1. Formal education
 - 2. Supplemental education relative to governmental accounting and auditing,
 - 3. Experience in government, governmental accounting and in the private sector.
 - 4. Experience in auditing governmental units specifying governmental clients served, the type of engagement and the capacity served.
 - 5. Membership in various national and state governmental accounting boards, committees, or associations (past and present).
 - 6. Professional designations (e.g. Certified Public Accountant (CPA) license), and other awards.
 - 7. Active and meaningful participation in the local chapters of such organizations, such as service as an officer or as a guest speaker.

Describe your assigned staff's experience in preparing governmental financial statements and in providing assistance in obtaining the Certificate of Achievement for the CAFR.

List the most significant engagements (maximum of 5) performed in the last five years with Florida governmental clients for which your assigned staff has provided audit services similar to the engagement described herein. Include the principal client contact name, title, e-mail address, and telephone and fax numbers.

Describe the circumstances that would result in staffing changes. The firm may replace any staff assigned to the CITY'S engagement provided that replacements have substantially the same or better qualifications or experience. The CITY retains the right to approve or reject replacements.

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PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

Describe the overall approach that the firm would take in this audit engagement, addressing the following areas:

- Describe the type and extent of analytical procedures to be used in the engagement, specifically the extent to which statistical sampling is to be used in the engagement.
- Describe the approach that would be taken in auditing computer related activities.
- Describe how the audit engagement would be segmented and indicate the number of hours that would be devoted to each segment.
- Describe the approach to be taken to gain and document an understanding of the CITY'S internal control structure.
- Describe the approach to be taken in determining laws and regulations that will be subject to audit test work.
- Describe the approach to be taken in drawing audit samples for purposes of tests of compliance.
- Describe cost-effective audit techniques that may be anticipated or recommended for this engagement.
- Describe the interim and final examination techniques to be used in the engagement.
- Describe the assistance that could be provided in meeting the requirements of the Certificate of Achievement for Excellence in Financial Reporting. Describe the approach that the firm would take to ensure that the timetable would be met. Provide a timetable for completion of the work to include camera ready copy of the CAFR delivered no later than two weeks prior to the scheduled CAFR presentation to the Commission each year of the engagement.
- Describe the process that the firm will take to produce a meaningful Management Letter. Include a recent Management Letter developed in connection with local government audits.
- Provide specific assurances that the firm and each individual staff member assigned to the engagement are free from personal or external impairments to independence and are organizationally independent and will maintain an independent attitude and appearance.

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PROPOSAL SUBMISSIONS –SPECIFIC ITEMS TO BE ADDRESSED (Continued)

The Proposer should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the CITY.

Provide a summary of any litigation filed against the Proposer in the past three (3) years which is related to the services that the Proposer 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.

If the firm has no litigation meeting the above criteria, provide an affirmative statement to that effect.

Provide a financial statement, annual report, or other similar evidence of the Proposer's financial stability.

Any additional information which the Proposer considers pertinent for consideration should be included in the proposal.

NOTE:

Some items mentioned in the Proposal Submission above are also mentioned in **Exhibit A** as required deliverables. This duplication is intentional and is intended to emphasize key elements to be addressed.

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PROJECT COORDINATOR, INQUIRIES & LOBBYING RESTRICTIONS

Respondents will examine all documents included in this Request for Proposal (RFP) carefully and shall make a written request to the CITY'S authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein. The CITY will not respond to oral inquiries. Proposers may submit written, (e-mailed) inquiries regarding this RFP to the **Project Coordinator**.

Any interpretation or correction will be issued as an Addendum by the CITY. Only a written interpretation or correction by Addendum shall be binding. . All written addenda will be issued through the CITY'S website at www.cityofcocoa.beach.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

Respondents are cautioned against relying upon any interpretation or correction given by any other method. All requests for interpretation, correction or other inquiries concerning the request for proposal process and/or the subject of this request for proposals must be made in writing to the Project Coordinator:

Eileen A. Clark
Assistant City Manager/Chief Financial Officer
eclark@cityofcocoa.beach.com
321-868-3207

All prospective proposers are hereby instructed NOT to contact any member of the Auditor Selection Committee, City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or any other City of Cocoa Beach staff member other than the Project Coordinator identified in this Solicitation, or their designated 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 the Proposer's submittal.

CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the Project Coordinator.** See paragraph above for contact information. Written or oral responses, as deemed appropriate, will be provided. The CITY shall not be responsible for interpretations given by any other CITY employee or representatives.

COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the CITY. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

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SCHEDULE OF EVENTS

The Schedule as listed below is the CITY’S intended course of action for this project. The CITY will follow the schedule to the extent possible; however, the CITY reserves the right to change both the sequence and timing if deemed necessary.

Event	Date/Time
Advertise & Issue RFP	1/31/2021
Non-Mandatory Pre-Proposal Conference	2/10/2021 - 10:00 A.M.
Last Date for Receipt of Written Questions	2/19/2021 - 5:00 P.M.
Final Addendum issued to answer questions (If Applicable)	2/24/2021
Proposal Due Date (Bid Opening)	3/5/2021 - 2:00 P.M.
Evaluation of Proposals to Shortlist firms	3/16/2021 - 10:00 A.M.
Presentations from shortlisted firms	3/26/2021 - 9:00 A.M. - 12:00 P.M.
Auditor Selection Committee meeting for ranking & recommendation	3/26/2021 - 12:00 P.M.
Notification of recommendation to City Commission	4/9/2021
City Commission Approval of Contract Negotiation	4/15/2021

The Pricing Proposal shall be completed as outlined in **Exhibit B** attached hereto and, by reference, made part hereof. **Pricing shall be placed in a separate, sealed envelope from the Proposal Content and Qualifications. The Pricing Proposal shall be marked “Pricing, Audit Services, CB 21 –006.** The fee proposed shall include all charges that may be incurred in fulfilling the terms of this contract. Separate sealed pricing will be opened at such time as the proposals have been ranked in order of preference.

Proposals will be evaluated using the criteria set forth in **Exhibits C & D**, attached hereto and, by reference, made part hereof. ¹The Auditor Selection Committee, in compliance with the Laws of Florida, adopted Senate Bill No. 7014, with changes reflected in Chapter 2019-15, will review and score the Proposals. Based on the evaluations, the Committee may select the top ranked firms to participate in an interview/presentation to answer any questions the Auditor Selection Committee may have on the firm’s Proposal. Thereafter, the Committee will submit a recommendation to the CITY Commission and request to negotiate and execute a contract. Should agreement not be reached, the CITY reserves the right to cancel negotiations and begin negotiations with the next-ranked firm.

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for a reading of bids received. No award will be made or implied at this time. Bid documents will not be reviewed at the bid opening. No discussion of any nature concerning the bid will be entered into at this time.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **February 10, 2021 at 10:00 A.M.** local time in the Commission Room at City Hall, 2 S. Orlando Ave., Cocoa Beach FL 32931.

¹ Resolution 2020-08 adopted by the City Commission on February 6, 2020 establishes an Auditor Selection Committee.

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The purpose of the pre-bid meeting is to allow an open forum for discussion and questioning with the Audit Selection Committee and Project Coordinator regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official and will be included as part of the **RFP** as an addendum.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

ORAL PRESENTATIONS

After evaluating the proposals, the Auditor Selection Committee shall develop a short list of audit firms, which may be invited to make an oral presentation of the firm's qualifications to include, but not be limited to:

- Ability of professional personnel
- Willingness to meet time requirements
- Expertise and experience in municipal audits
- Past performances
- Current and projected workloads

AUDIT FIRM RECOMMENDATIONS

If applicable, after the oral presentations the Auditor Selection Committee shall rank the firms.

CONTRACT AGREEMENTS

The CITY anticipates entering into a contract with the Proposer who submits the proposal judged by the CITY to be in the best interest of the CITY. The CITY anticipates awarding one contract but reserves the right to award more than one if in its best interest. This invitation for bid does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the CITY and properly executed. The Invitation to Bid shall be included in and be made a part of the final award. The CITY'S preferred method of payment is (e-payables/credit card).

A Sample Contract is attached hereto, and, by reference, made part hereof. The CITY anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, any contract which may result from the Request for Proposal may deviate from the Sample Contract. The Contractor awarded this proposal must enter into a contract with the CITY, similar to the contract attached. Any deviations from the Sample Contract that may be required by the Proposer shall be submitted with the proposal and will be considered as part of the evaluation process. The Request for Proposal shall be included in and be made a part of the final award. For purposes of this proposal, a Performance Bond is not required.

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WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Chief Financial Officer's office. After the deadline, proposals become a record of the CITY and will not be returned to the Proposer.

PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the CITY for the expenses of bid preparation and/or presentation preparation.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The Proposer agrees to hold the CITY harmless for all liability, loss or expense occasioned by any such violation.

DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the CITY or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the CITY, the selected Proposer(s) shall supply copies of said records to the CITY.
- B. **Reuse of Documents.** The CITY for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the CITY. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

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INSURANCE & LICENSES

The Proposer shall comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to the Proposer, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Proposer shall maintain in full force and effect during the term of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. The Proposer shall make this same requirement of any of its subcontractors. The Proposer shall indemnify and hold and save the CITY harmless for any damage resulting to them for failure of either the Proposer or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that shall be maintained during the term of this Contract:

<u>Coverage Minimum Limits</u>	
General Liability	\$2,000,000
Professional Liability (Errors & Omissions)	\$1,000,000
Auto Liability	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Proposer shall be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Copies of business tax receipts(s) shall be submitted to the Contract Administrator prior to execution of the Contract. Neither the Proposer nor any subcontractor shall commence work until they have obtained all insurance required under this section and have supplied the Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. Such certificates shall be approved by the Director of Personnel and Risk Management.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the CITY grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured at no additional cost. The Proposer shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

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EXHIBIT A

SCOPE OF SERVICES RFP CB 21 - 006

The City of Cocoa Beach is requesting qualified firms to submit proposals for the purpose of auditing services. The Scope of Services and required deliverables are outlined below.

BACKGROUND INFORMATION - GENERAL

The City of Cocoa Beach is primarily a residential and resort community on the east coast of Florida, situated on the narrow strip of land between the Banana River and the Atlantic Ocean. The CITY was incorporated in 1925 and has a current permanent population of about 11,500. The CITY has a Commission/Manager form of government. The Mayor and four (4) Commissioners are elected at large and serve for a period of four (4) years. The Commission is charged with the responsibility of establishing policies that govern the CITY, and enacting ordinances and resolutions. The City Manager is appointed by the Commission and is charged with the responsibility of administering daily operations and implementing Commission directives. The CITY provides the full range of services normally associated with a municipality, including public safety (police and fire), emergency medical services, parks and recreational activities, street and park maintenance, traffic engineering and parking, sanitation, wastewater treatment, stormwater improvements, community development, planning and zoning, and general administration.

COMPUTER SYSTEM

The network operating system is Windows with Microsoft Office as the primary software. The primary financial system is run by an IBM AS/400, using Central Square (formally Superior/ HTE software applications). The CITY implemented this system in October 1995. The primary applications include General Ledger, Cash Receipts, Purchasing, Accounts Payable, Fixed Assets, Utility, Payroll, Accounts Receivable, Building Permits and Business Tax Receipts.

Utility billing (Sewer, reuse, solid waste, stormwater) is done by the City of Cocoa. They collect all account billings and remit a monthly payment with reconciliation to the CITY. Administration duties are retained by the CITY.

FINANCE DEPARTMENT STAFFING

The Finance Department consists of ten (10) full time positions including one Chief Finance Officer (CFO), one Deputy CFO, one Parking Administrator, two Accountants, four Accounting Clerks, and one Administrative Specialist. There is no active internal audit function.

The CITY bills about 4,000 sewer accounts, 3,200 stormwater, 3,200 solid waste accounts and 1,800 reuse water accounts each month.

Purchasing uses a decentralized model following established procedures.

Risk management is split between Personnel and Finance.

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PAST AUDIT FEES WERE AS FOLLOWS:

Contract is a LUMP SUM contract. All Contract Deliverables are reflected in the lump sum price. All direct and indirect costs are reflected in the contract price. The FY 2019 contract rates were extended for the FY 2020 audit.

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
Base Fee	\$ 54,639	\$ 54,639	\$ 54,639	\$ 54,639	\$ 54,639
OPEB Trust (if required)	1,656	1,656	1,656	1,656	1,656
Single Audit (if required)	5,519	5,519	5,519	5,519	5,519
CRA (if required)	1,656	1,656	1,656	1,656	1,656
<u>F/S preparation (if required)</u>	<u>3,863</u>	<u>3,863</u>	<u>3,863</u>	<u>3,863</u>	<u>3,863</u>
Total	\$ 67,333	\$ 67,333	\$ 67,333	\$ 67,333	\$ 67,333

The following applies:

The F/S preparation option includes supplying one (1) color PDF copy of the CAFR and one (1) hard copy. The CITY reserves the option to prepare financial statements. In the event that the CITY prepares its own statements, the related fee increment will be discontinued.

NOTE:

The CRA is reported as a Special Revenue Unit on the Annual Financial Report (AFR). For the FY 2020 audit a stand-alone CRA audit is also required. The cost for the service is as follows:

CRA Audit	\$ 3,000
Financial statement preparation services (if applicable)	2,000
Total	<u>\$ 5,000</u>

The CRA is reported as a Special Revenue Unit on the Annual Financial Report (AFR).

The City has no joint ventures and has no plans to enter into such an arrangement.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 21 – 006

AUDIT SERVICES

STRUCTURE OF ACCOUNTS

The CITY implemented GASB 34 for the fiscal year ending September 30, 2002.

BASIS OF ACCOUNTING

All Governmental and Agency funds are accounted for using the modified accrual basis of accounting. The Enterprise funds and Pension Trust funds are accounted for using the accrual basis of accounting.

The CITY has consistently achieved a “clean” audit opinion. The Comprehensive Annual Financial Report (CAFR) has received the Certificate of Achievement for Excellence in Financial Reporting for the last thirty-eight (38) years. The budget has received the Distinguished Presentation award for twenty (20) years.

Account structure and nomenclature is in accordance with the **Uniform Accounting System Manual** issued by the state.

Fund Type	Fund
General Fund	N/A
Special Revenue Funds	Community Redevelopment Agency (CRA) Capital Improvement Fund
Enterprise Funds	Water Reclamation (sewer & reuse) Stormwater Utility
Fiduciary Funds	Firefighters Pension Trust Fund Police Pension Trust Fund General Employees’ Pension Trust Fund OPEB Trust Fund

The number of fund types and/or funds may be increased or decreased depending upon the CITY’S requirements. There are no immediate plans for such an increase.

The CITY’S CAFR for the Fiscal Year Ended September 30, 2019 (and earlier years) can be found on the CITY’S website:

<http://www.cityofcocoa.com/DocumentCenter/View/5387/CAFR-FY2019>

The CITY expects to have grant activity levels sufficient to require compliance with the Single Audit Act for the years covered under this agreement.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 21 – 006 AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

AUDITING STANDARDS

The audit shall be rendered in accordance with *generally accepted auditing standards* (GAAS), *Statements of Auditing Standards* (SAS), issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA), the Rules of the Auditor General, *Government Auditing Standards* (Yellow Book), issued by the U. S. Comptroller General, and the provisions of the Office of Management and Budget's (OMB) Circular A-133, "Audits of State and Local Governments", and accordingly will include tests of the accounting records and such other auditing procedures as the Auditor considers necessary in the circumstances.

SCOPE OF EXAMINATION

The scope of the audit services requested shall include:

FINANCIAL STATEMENTS

An audit of the general-purpose financial statements for the five (5) years ending September 30, 2021, 2022, 2023, 2024 and 2025. The audit shall be a financial audit in accordance with Section 11.45, Florida Statutes, as currently enacted or as may be amended from time to time and any other applicable laws and regulations.

The City of Cocoa Beach requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America and the financial reporting requirement of the Governmental Accounting Standards Board.

The auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules. However, the auditor is required to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required Management's Discussion and Analysis and the required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of federal and state financial assistance. However, the auditor is to provide an "in-relation-to" report on the supplemental information as well, based on the auditing procedures applied during the audit of the financial statements.

The auditor shall provide all opinions required by the Auditor General and State, federal, and local grantors associated with the annual financial report and as necessary for grant compliance.

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

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 21 – 006 AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

REPORTS TO BE ISSUED:

1. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S. (Auditor's opinion)
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with laws and regulations.
4. The "management letter" as required by Section 218.39(4), Florida Statutes.
5. Reports required by the Single Audit Act of 1996 and OMB Circular A-133 to include:
6. An "in-relation-to" report on the schedules of federal and state financial assistance.
7. An opinion on the financial statements and on the supplementary schedule of expenditures of federal awards.
8. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
9. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133.
10. A schedule of findings and questioned costs (if applicable).
11. A report on compliance with requirements applicable to State grants and aids appropriations.

For any irregularities and illegal acts, the auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the CFO, City Manager and City Commission as appropriate.

The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the comprehensive annual financial report.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 21 – 006 AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

SINGLE AUDIT ACT

The Auditor shall perform the audit in accordance with the Single Audit Act as currently enacted or as may be amended from time to time.

STATE FINANCIAL ASSISTANCE

The Auditor shall perform tests and issue appropriate reports of the CITY'S compliance with state grant requirements pursuant to the Florida Statutes and the rules of the Auditor General currently enacted or as may be amended from time to time.

AUDIT PROCEDURES

The Auditor's procedures shall include such tests of accounting records and such other auditing procedures they consider appropriate.

INTERNAL CONTROL

Review of the system of internal accounting control and present recommendations for improvements in internal control, accounting procedures and operating efficiencies.

ADDITIONAL PROCEDURES

The CITY may request the Auditor to provide services in addition to the services provided under the independent audit. Additional services may be provided upon terms and conditions mutually agreed upon by the CITY and Auditor. A schedule of standard hourly billing rates shall be provided in **Exhibit B, Pricing Proposal**.

INDEPENDENT AUDITOR'S REPORT

The Auditor shall issue all reports of its audit of the financial statements in accordance with laws, regulation and professional standards applicable to such audits and shall address all such reports to the Mayor and members of the City Commission of the CITY and/or other addressees in accordance with the laws, regulations and professional standards applicable to such audits and shall contain the following:

REPORT ON FINANCIAL AND COMPLIANCE AUDIT OF FEDERAL AND/OR STATE-ASSISTED PROGRAMS

The Auditor shall issue separate reports as required by the Single Audit Act or the State of Florida and any additional reports as may be required from time to time.

FINANCIAL REPORT FILED WITH THE STATE DEPARTMENT OF BANKING AND FINANCE

In accordance with "Rules of the Auditor General" the Auditor shall report whether the Financial Report agrees with the CITY'S Annual Financial Audit Report for the same period and, if not, specify any significant differences.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 21 – 006

AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

MANAGEMENT LETTER

The Auditor shall make a study and evaluation of the CITY'S system of internal control to the extent considered appropriate to evaluate the system as required by generally accepted auditing standards and Section 11.45(3) (a) 4 Florida Statutes and defined in Rule 10.554(1) (F), Rules of the Auditor General. If weaknesses are noted, appropriate recommendations should first be discussed with the appropriate CITY officials. If it is determined that a material weakness does exist, the Auditor shall include such comments and recommendations in a Management Letter.

PRESENTATION OF REPORT

The Auditor shall make a presentation to the City Commission at a City Commission meeting summarizing the results of the reports.

CERTIFICATE OF ACHIEVEMENT

The CITY has earned the Certificate of Achievement for Excellence in Financial Reporting for the last thirty-eight (38) years and will submit the fiscal year 2020 CAFR for consideration. The CAFR for each of the fiscal years covered by this RFP will be submitted for consideration for the certificate. The auditor shall be required to provide technical assistance necessary to meet those program requirements.

FUTURE BOND ISSUES AND/OR BANK LOANS

The Auditor will be requested to grant permission to use the Auditor's Opinion in the official statement of any future debt issues if necessary. No additional compensation will be considered for this provision unless their use requires additional certification (e.g. "cold comfort" letter) or services on the part of the firm.

CONTINUING PROFESSIONAL EDUCATION (CPE)

The audit firm will provide the CITY fiscal personnel with eight (8) hours of Continuing Professional Education (CPE) relating to governmental accounting and auditing during each year of the contract. This training must meet the requirements for Continuing Education with respect to the Florida Board of Accountancy, the Government Finance Officers Association (GFOA) and the Florida Government Finance Officers Association (FGFOA).

The above training may be offered in the context of a seminar offered to the firm's staff or other firm clients. The training must be offered at no charge to the CITY or its employees.

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 21 – 006 AUDIT SERVICES

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES (continued)

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 five (5) years after release of the audit, 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, without charge, to any federal, and/or state agency.

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.

AUDIT PLAN

This communication is required by AU-C Section 260 and is an update of the former Statement on Auditing Standards (SAS) # 114.

Schedule for each Fiscal Year Audit will be substantially as follows:

During each fiscal year	8 hours of CPE provided by firm
Year-end fieldwork	August - January
Review Financial Statements (CAFR) initial draft	February – first week
Review Financial Statements (CAFR) final draft	February – second week
Presentation to Commission	Second meeting in March
Submission to State	By March 31
Submission of CAFR to GFOA	By March 31

ACCOMMODATIONS

The CITY will provide the auditor with reasonable work space, desk and chairs for the audit. The auditor will also be provided with access to photocopying facilities and the financial software system.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

SCOPE OF SERVICES - SPECIFIC REQUIREMENTS & DELIVERABLES

FINANCIAL STATEMENTS

The Auditor shall prepare draft financial statements and notes and provide these along with all adjusting entries, supporting schedules and a draft of the management letter to the CFO by mid-February each year. The reports in final printable form shall be delivered within two (2) workdays following approval to proceed by the CFO, unless additional time is granted due to special circumstances. The CITY will be responsible for the preparation, editing, final printing, and distribution of the Comprehensive Annual Financial Report.

ASSISTANCE FROM THE CITY

The Auditor shall annually provide the CITY with a list of schedules to be prepared by the CITY. The preparation of confirmations will be handled by the CITY as directed by the Auditor.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the CITY.

CONTRACT NEGOTIATIONS

The City Manager shall be authorized to negotiate a written contract with the top ranked firm embodying all provisions and conditions of the procurement of such services. The purpose of the contract negotiation is to specify the details of the audit engagement. The fee shall not exceed the amount initially proposed. If the City Manager cannot negotiate a satisfactory contract, then negotiations with the top ranked firm shall be terminated and the City Manager shall negotiate with the second ranked firm and so on until a satisfactory contract is negotiated.

REMEDIES

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

INDEPENDENT CONTRACTOR RELATIONSHIP

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

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

**EXHIBIT B
PRICING RFP CB 21 - 006**

MANNER OF PAYMENT

Progress payments will be made on the basis of milestones completed during the course of the engagement and be subject to retention. Payment of the final billing will be made after delivery of the final report and presentation to the City Commission. The preferred method of payment (e-payables/credit card) is at the CITY'S sole option.

The proposal pricing must be provided in a separately sealed envelope. This Proposal should clearly state the proposed cost for the engagement, in the form delineated herein.

A fixed price contract is required by the CITY. The total price for the engagement shall include all contractor expenses, including travel, incidentals and "other costs" per the breakdown specified below.

The sealed cost proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price must contain all direct and indirect costs including all out-of-pocket expenses.

RATES BY LEVEL OF STAFF

Section 1 of the sealed cost proposal should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. These fees shall be provided in the format shown herein as the **Professional Fees and Expenses, Supporting Schedule**. Complete a form for each fiscal year that the proposed hourly rates used to calculate the total all-inclusive price differs from the rates in contract year 1.

ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the CITY to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the CITY and the firm. Any such additional work agreed to between the CITY and the firm shall be performed at the same annual rates as set forth in the schedule of fees and expenses included in the sealed pricing proposal.

PRICING FOR CONTRACT YEARS 1 THROUGH 5

Section 2 of the sealed price proposal should include a summary of the all-inclusive maximum cost of auditing services for contract years 1 through 5. These fees shall be provided in the format shown herein as the **Professional Fees and Expenses, Summary Schedule**.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

NAME OF FIRM _____

SECTION 1

PROFESSIONAL FEES AND EXPENSES - SUPPORTING SCHEDULE

Fiscal Year :			
Staff Level	# Hours	Proposed Rate per Hour	Proposed Total
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Audit Segment :			
Partners			
Managers			
Supervisory Staff			
Segment Subtotal			
Others (specify)			
Total Audit Segment			
Total Audit Scope			
Other (specify)			
Total Other			
Total Year			

Signature _____

Title _____

Date _____

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

NAME OF FIRM _____

**SECTION 2
PROFESSIONAL FEES AND EXPENSES
ANNUAL ALL – INCLUSIVE SUMMARY SCHEDULE**

TOTAL PRICE FOR AUDITING SERVICES

	FY	FY	FY	FY	FY
	2021	2022	2023	2024	2025
Base Fee					
CRA					
OPEB Trust (if required)					
Single Audit (if required)					
Financial Statements					
Preparation (if required)					
TOTAL					

Comments:

Signature

Title

Date

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

EXHIBIT C

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Expertise and Experience		
a. The firm's past experience and performance on comparable government engagements.		
b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.		
c. The firm's past experience and performance with Single Audits and tests of compliance with laws and regulations.		
d. Ability to perform additional services and provide technical support throughout the engagement.		
Subtotal	40	
2. Audit Approach		
a. Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.		
b. Adequacy of audit work plan and sampling technique.		
c. Adequacy of analytical and substantive procedures.		
d. Adequacy of study and evaluation of internal accounting and administrative controls.		
Subtotal	30	
3. References		
References from entities engaged with similar project(s).		
Subtotal	20	
4. Other Considerations		
a. Completeness and responsiveness to the specific RFP requirements.		
b. Proposal neatness and organization.		
Subtotal	10	
TOTAL	100	

EVALUATOR SIGNATURE

DATE

SELECTION CRITERIA - RFP CB 21 - 006

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

**EXHIBIT D
PRESENTATION EVALUATION FORM**

FIRM _____

DATE _____

TIME _____

ATTRIBUTE	QUALITY	POSSIBLE POINTS	ACTUAL POINTS
PRESENTATION	<ul style="list-style-type: none"> • COMMAND PRESENCE OF BRIEFER • CLARITY OF SPEECH • RAPPOR WITH COMMITTEE 	6	
APPROACH	<ul style="list-style-type: none"> • PHILOSPHY OF FIRM • METHODOLOGY FOR PROJECT • ADDRESSES SCOPE ITEMS 	6	
PROCEDURE	<ul style="list-style-type: none"> • ACTUAL/MEASURABLE MILESTONES • CPM/PERT/GANTT • INTERIM DELIVERABLES/REPORTS 	6	
COMMITTMENT	<ul style="list-style-type: none"> • COMMUNICATION PLAN • AVAILIBILITY OF FIRM/STAFF • STABILITY OF FIRM 	7	
		25	

EVALUATOR _____

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

EXHIBIT F

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 proposal 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 proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

BUSINESS NAME

PROVIDER'S SIGNATURE

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

EXHIBIT G

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted with the request for payment by the City of Cocoa Beach.
2. This sworn statement is submitted by _____ as _____ of _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person, who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
7. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By _____ Date _____

STATE OF _____ COUNTY OF _____

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

My commission expires _____
Notary Public

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

**EXHIBIT H
SAMPLE CONTRACT**

This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, hereinafter referred to as the CITY, and _____ authorized to do business in the State of Florida, and hereinafter referred to as the Contractor. In consideration of the mutual promises contained herein, the CITY and the Contractor agree that the Contractor will _____ for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Work, of this Contract**, attached hereto and by reference, made part hereof.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract on MONTH/DAY/YEAR and this Contract shall continue through MONTH/DAY/YEAR

The term for this Contract shall be five (5) years under the same terms and conditions unless either party chooses to exercise its rights under Article 26, Termination. The notice of intention to negotiate terms for extending the contract shall be provided by either party no later than MONTH 20_____.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of _____ who shall act as the CITY'S representative during the performance of this Contract. The Contract Administrator for the Contractor is _____ who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Work**, attached hereto, and, by reference, made part of the Contract.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The CITY shall pay to the Contractor a lump sum for professional services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference, made part of the Contract. The Contractor will invoice the CITY as described in **Exhibit B**. This is a lump sum Contract.

Invoices received from the Contractor pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment. Invoices not in accordance with the terms of the Contract will be returned to the Contractor for correction.

The CITY may at its option, require the Contractor to accept credit card payments or enroll in the CITY'S e-payables program.

Payment Procedures:

The CITY has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the CITY'S Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the CITY. The CITY reserves the right to revise this program as necessary in the sole opinion of the CITY.

Additional services shall be at the rates as set forth in **Exhibit B**.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and in accordance with state and federal law.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the CITY under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

ARTICLE 7 – INDEMNIFICATION AND HOLD HARMLESS

For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, “Proposing Firm” unconditionally agrees to indemnify and hold and save harmless the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity from any and all claims, actions demands, causes of action, suits in law or equity, including damages of any nature or description, costs and attorney’s fees whether claimed against the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity or incurred by the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity, itself in connection with any claim that might be brought or made against the CITY, its officers and employees, and agents individually and collectively in their official and/or personal capacity, due to the entering into of this Agreement, or relating to the performance of this Agreement.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

ARTICLE 8 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and hold and save the CITY harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Professional Liability (if applicable)	\$ 1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of his business tax receipt(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY'S Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
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ARTICLE 8 – INSURANCE, PERMITS & LICENSES (Continued)

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the CITY grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Contractor's and Subcontractor's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

ARTICLE 9 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify and hold harmless the CITY from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the CITY as a result, directly or indirectly, of the performance of the agreement for consulting services, except those claims or liabilities caused by or arising from the gross negligence of the CITY, or its employees or agents.

The Contractor further agrees to indemnify, hold harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

ARTICLE 10 - SAFETY

Precautions shall be exercised at all times for the protection of all persons (including CITY employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

**CITY OF COCOA BEACH
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ARTICLE 11 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 12 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug free workplace.

ARTICLE 13 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 14 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include - but are not limited to: Acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 15 - ARREARS

The Contractor shall not pledge the CITY'S credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

CITY OF COCOA BEACH

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AUDIT SERVICES

ARTICLE 16 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 17- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the CITY. Any attempt to assign this Contract without prior written consent of the CITY shall render the Contract null and void with respect to the attempted assignee. The CITY shall not unreasonably withhold consent provided that the Contractor provides CITY with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least thirty (30) days prior to the target date for assignment by the Contractor. The assignee must be approved by the CITY.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the CITY for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain its property and may be reproduced and reused at the discretion of the CITY.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the CITY and upon delivery to the CITY by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the CITY.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The CITY or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the CITY after final payment.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

ARTICLE 19 – PUBLIC RECORDS

The Contractor agrees to the terms set forth in Exhibit I – Standard Contract Addendum.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM,**

ARTICLE 20 - INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the CITY’S interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 21 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the CITY. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the CITY for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements. Certification from the Contractor that all subcontractors have been paid in full is required before final payment for audit services.

ARTICLE 22 - SEVERABILITY

No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully

CITY OF COCOA BEACH
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AUDIT SERVICES

performed, (3) any power herein reserved to the CITY, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 23 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - ACCESS AND AUDITS

Intentionally left blank.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 26 - AMENDMENTS AND MODIFICATIONS

Except as provided herein, any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the CITY and the Contractor and may be implemented only after this agreement has been amended in writing.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the CITY'S notification of a contemplated change, the Contractor shall (1) if requested by the CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY, shall be mailed to:

Original :	(NAME)	Copy :	(NAME)
	Contract Administrator		City Manager
	City of Cocoa Beach		City of Cocoa Beach
	P.O. Box 322430		P.O. Box 322430
	Cocoa Beach, FL 32932-2430		Cocoa Beach, FL 32932-2430

Notices sent to the Contractor shall be mailed to:

Original : CONTRACTOR
 NAME & ADDRESS

ARTICLE 28 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated by the CITY with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the CITY, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 21 – 006

AUDIT SERVICES

ARTICLE 29 - EXCLUSIVITY

This is not an exclusive Contract. The CITY may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 30 - REMEDIES

This Contract shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Contract shall be in Brevard County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 31 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought by the CITY for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the CITY shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 32 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA").

The CITY shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Contract by the CITY.

ARTICLE 33 – USE OF E - VERIFY: (Required on contracts with state of Florida money)

The Contractor is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of;

- a) All persons employed by the Contractor to perform employment duties within Florida;

And

- b) All persons (including employees of subcontractors) assigned by the Contractor to perform

CITY OF COCOA BEACH REQUEST FOR PROPOSAL CB 21 – 006 AUDIT SERVICES

work pursuant to the contract with the CITY.

The Contractor will be required to provide within thirty (30) days of the effective date of this agreement documentation of enrollment in the E-Verify program. This verification consists of the “edit company profile” page which contains proof of enrollment in the E-Verify program.

Each subcontractor that performs work under this Contract must provide its “edit company profile” to the Contractor upon request.

The Contractor and each subcontractor further agree to maintain records of its participation and compliance with the provisions of the E-Verify program and to make such records available upon request.

Failure to comply may be treated as a material breach of this contract.

ARTICLE 34 – OWNER DIRECT PURCHASE (ODP):

The CITY may at its discretion elect to “direct purchase” selected large components of the project in order to enjoy a sales tax savings. Should they elect to do so and prior to a contract being signed, the CITY will identify those pieces of equipment and the Contractor will provide the deductive price for the CITY’S use in preparing purchase orders. The only savings available to the CITY from this change will be that of Florida State Sales Tax, the Contractor will retain any markup they may have had in the equipment less the state tax on items removed within the frame work of this bid estimate. The Contractor’s responsibility for the removed equipment during the project will remain unchanged as relates to the equipment being purchased by the CITY and the Contractor shall retain all responsibilities that are or were outlined in the specifications regarding this equipment as if they had actually purchased it; including, but not limited to:

- 1 Negotiating and providing vendor pricing to the CITY.
- 2 Preparing a purchase order outline for use by the CITY for issuing a CITY Purchase Order to the Vendor.
- 3 The Contractor shall review all shop drawings, make necessary comments, and maintain shop drawings review and approval through delivery of equipment.
- 4 The Contractor shall provide all operations and maintenance manuals to the CITY for their use as required by the specifications.
- 5 The Contractor shall expedite delivery of the equipment.
- 6 The Contractor shall receive all equipment and store same on the project site prior

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

to installation.

- 7 The Contractor shall install the equipment in accordance with the Contract specifications.
- 8 The Contractor shall coordinate the manufacturer’s approval of installation of the equipment and for a representative to come to the project site for start-up, test, and approval operation of the equipment.
- 9 The Contractor shall warranty the equipment as if they purchased same and be responsible for the equipment warranty throughout the warranty period.

ARTICLE 35 – IRS DEDUCTIONS/CREDITS

If the Contractor provides any building or structures meeting IRS Section 179D Standards, the Contractor will share that deduction with the CITY.

ARTICLE 36 - SALES TAX

The CITY is exempt from sales tax. The Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. The Contractor may not use the CITY’S tax exemption in any of its activities.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 21 – 006
AUDIT SERVICES**

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

Signature:

By:

By:

Loredana Kalaghchy, MMC
City Clerk
City of Cocoa Beach

City Manager
City of Cocoa Beach

Date:

Date:

Approved as to form and legality
For use and reliance by the
City of Cocoa Beach

Contractor Signature:

By:

Gretchen R. H. Vose Esq.
City Attorney

Date:

Date:

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL CB 21 – 006

AUDIT SERVICES

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK FOR EXAMPLE ONLY. MODIFY AS NECESSARY

In accordance with the limitation set forth in the Contract, the Auditor shall form an opinion of the CITY'S general-purpose financial statements in accordance with laws, regulation and professional standards applicable to such audits. All reports shall be addressed to the Mayor and members of the City Commission of the CITY and/or other addressees in accordance with the laws, regulations and professional standards applicable to such audits and shall contain the following:

- **Audit Opinion.** The Auditor shall issue its report on its audit of the financial statements in accordance with laws, regulations and professional standards applicable to such audits.
- **Report(s) on Financial and Compliance Audit(s) of Federal and/or State-Assisted Programs.** The Auditor shall issue separate reports as required by the Single Audit Act of 1984 or the State of Florida and any additional reports as may be required from time to time.
- **Financial Report Filed with the State Department of Banking and Finance.** In accordance with "Rules of the Auditor General" the Auditor shall report whether the Financial Report agrees with the City's Annual Financial Audit Report for the same period and, if not, specify any significant differences.
- **Management Letter.** The Auditor shall make a study and evaluation of the City's system of internal control to the extent considered appropriate to evaluate the system as required by generally accepted auditing standards. If weaknesses are noted, appropriate recommendations should first be discussed with the appropriate City officials. If it is determined that a material weakness does exist, the Auditor shall include such comments and recommendations in a Management Letter to the City Commission.
- **City Commission Presentation.** The Contractor (if required) shall make a presentation to the City Commission at a City Commission meeting summarizing the results of the audit. This presentation is subject to City Commission rules regarding such presentations and subject to review by the Finance Director.
- **Comprehensive Annual Financial Report (CAFR).** The City has received the Certificate of Achievement in Financial Reporting for the last twenty (20) years and submitted the CAFR fiscal year 2004 for consideration. The CAFR for each of the fiscal years covered by this RFP will be submitted for consideration for the certificate. The Contractor will be requested to provide technical assistance to meet the program requirements and submit a camera-ready copy of the CAFR to the CFO by a specific date.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 20 - 001
AUDIT SERVICES**

**EXHIBIT A
SCOPE OF SERVICES (continued)**

ANALYSIS & PRINTOUTS

The Contractor will provide a detailed written list of all schedules & any other supporting documentation required to be prepared by the City staff. The City's Contract Administrator will determine the due dates of these schedules.

The City will provide the following facilities:

- Workplace for assigned personnel
- Use of telephone and fax machine
- Use of copier/scanner
- Computer access to our accounting system.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 20 - 001
AUDIT SERVICES**

**EXHIBIT B
PRICING/FEE SCHEDULE**

Varies by contract type.

Pricing should be clear & concise

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

No payments will be made under this contract until all the insurance, permit & license requirements in Article 7 have been met.

Note: A Performance Bond is not required.

<u>Event</u>	<u>% complete</u>
	<u>100%</u>

Invoices for progress payments will be presented according the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in **Exhibit A**. These services will be performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

Or service/change order as shown

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 20 - 001
AUDIT SERVICES**

SERVICE ORDER

CHANGE ORDER # _____

CONTRACTOR _____

DESCRIPTION _____
of _____
10 SERVICES _____
& _____
RATES _____

LUMP SUM PRICE _____

WORK AUTHORIZED: _____ **ACCEPTED:** _____
City: : _____ **Contractor:** _____
Contract Administrator Contract Administrator

Date: _____ **Date:** _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : CITY; original to Contract Administrator
Contractor; copy

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB 20 - 001
AUDIT SERVICES

CITY OF COCOA BEACH, FLORIDA

EXHIBIT C

STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "CITY", and _____, hereinafter referred to as "Contractor", concerning that certain Contract entitled _____, dated _____ ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.071(1) (a), Florida Statutes in providing its services under this Agreement, it shall:

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

CITY OF COCOA BEACH
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records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by the CITY specified in the Agreement shall not be construed as a waiver of CITY'S sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- 5. Non-appropriation.** CITY'S performance and obligation to pay under this Agreement is

CITY OF COCOA BEACH
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AUDIT SERVICES

contingent upon an appropriation during the CITY'S annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____