

North Bay Village, Florida



REQUEST FOR PROPOSALS FOR FINANCIAL AUDITING SERVICES

RFP NO. NBV 2019-003



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE JUNE 14, 2019
North Bay Village, Florida

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
AUDITING SERVICES
RFP NO. NBV 2019-003**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified Auditing Firms (Auditors) to provide professional Financial Auditing Services for the Village.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before June 14, 2019 no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at www.demandstar.com, the Village web site WWW.nbvillage.com or at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing eriera@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.
Elora Riera, Village Clerk (CMC)

BID/PROPOSAL SIGNATURE PAGE

How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

Proposal security is in the form of cash, cashier’s check or bid bond made payable to North Bay Village in the amount of Twenty Five Hundred dollars (\$2,500). Proposal security shall be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____
(Signature) (Date)

Name (printed) _____

Title: _____

Company: (Legal
Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone No. _____

FAX No. _____

E-MAIL: _____

Delivery: Each Annual Audit Report (CAFR) is due to the Village no later than March 15 annually. Can you meet this schedule? _____

Payment Terms: _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

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SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from experienced and qualified Auditing Firms (Auditors) to establish a multi-year contract for the provision of professional FINANCIAL AUDITING SERVICES, as required by Florida Statute 11.45, for the Fiscal Years ending September 30, 2019, 2020, 2021 (optional FY 2022 and FY 2023).

2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

2.3. Eligibility

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village Clerk, no later than 3:00 PM, local time, on June 7, 2019. Responses will be provided by Village Clerk. Written inquiries shall be sent with the subject line “**Auditing Services, RFP No. NBV 2019-003** to:

Elora Riera, Village Clerk (CMC)
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: eriera@nbvillage.com

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

3.4. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

3.5. No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, 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

vide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

3.6. Independence

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

3.7. No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved. The Village Manager, or his designee, has the final decision on any appeal of a rejected proposal(s).

3.8. Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

3.9. Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.10. Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

3.11. Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Execute Contract

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance and Bond.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.14. Facilities

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15. Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

3.17. Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

3.18. Review of the RFP Documents

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19. Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20. Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

3.22. Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.23. Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

SECTION IV - SPECIAL CONDITIONS

4.1. General Conditions

RFP General Conditions are included and made a part of this RFP.

4.2. Variances

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

4.3. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

4.4. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

4.5. Proposal Security

Each Proposal shall be accompanied by Proposal security in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of \$20,000, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection

of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

4.6. Approved Equal Or Alternate Product Proposals

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

4.7. Contract Period

The initial contract period shall be for three (3) fiscal years, commencing October 1, 2018, -and expiring September 30, 2021. The Village reserves the right to renew the contract for two (2) additional years, providing Contractor provides written notice to the Village not less than one hundred twenty (120) days prior to renewal date that they are agreeable. The contract will then renew for the final one or two years if, both parties agree to the extension; all terms, conditions and specifications remain the same. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village Manager. The extension period shall not extend for more than one-hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the Village.

4.8. Invoices/Payment

Payments will be made on the basis of an average hourly rate. Payment shall be made by the 15th of the month following receipt of Auditor's invoice for the audit services. All payments shall not total more than the total amount bid for that years audit.

4.9. Deletion Or Modification Of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

4.10. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

4.11. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.12. Uncontrollable Circumstances ("Force Majeure")

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the

Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

c. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

4.13. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The polic(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

c. Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is

submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an “additional insured” for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village Florida 33141

4.15. Bonds

The successful bidder shall provide within ten (10) business days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars (\$20,000) in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR’S sole responsibility.

4.16. Lobbying Activities

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk’s Office. The ordinance may also be viewed on the Village's website or at www.municode.com.

4.18. Contract Administrator

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor. Coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

4.19. Contractor Performance Reviews And Ratings

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

4.17. Bid Tabulations/Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action, may be found at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171 or e-mail eriera@nbvillage.com.

SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

5.1 Scope and Purpose

North Bay Village is requesting proposals from experienced and qualified Auditing Firms (Auditors) to establish a multi-year contract for providing auditing services. The successful Contractor shall be responsible for providing auditing services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 9,878. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playgrounds
- Community Parks
- Water, Sewer, and Sanitation service
- Transportation Fund-CITT funds

1. SCOPE OF SERVICES

The entity to be audited under this **RFP** is North Bay Village, Florida. The funds to be audited are those included or includable in the Village's Annual Financial Report (**AFR**).

A. Financial Information

The Village's accounting system is partially automated. The Village's integrated financial system is INCODE 10 FROM TYLER TECH, -Accounting, Utility Billing, Accounts Receivable and Cash Receipts. Payroll processing is provided by ADP, Inc., a payroll service company.

North Bay Village reported in fiscal year ended September 30, 2018 on a combined total of eight (8) funds, seven (7) of which had budgets. Funds included were:

Adopted FY 2019 **Budget**

General Fund	\$ 8,796,762
Special Revenue Fund	2,511,921
Capital Projects Fund	510,000
Enterprise Funds	6,252,632
Improvements Trust Fund	881,178
Storm Water Fund	127,155
Debt Service Fund	777,427
Forfeiture Fund	<u>0</u>
Total FY 2019 Adopted Budget	\$19,867,075

There are no joint ventures. For fiscal year ended September 30, 2018, the Village was required to perform an audit under the Single Audit Act. The Single Audit was because of the total amount the Village spent out of the 3 State Revolving Loans. The Village prepares its budgets on a modified accrual basis.

North Bay Village participates in One (1) cost-sharing multi-employer public employee retirement Florida Retirement System (FRS) and One (1) Defined Contribution Plan: International City Managers' Association (ICMA).

Annual Financial Reports are available for review at the Village Clerk's Office at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. The Audited Financial Reports for FY 2005 through FY 2018 are available on the Village's web site under the Finance Department tab, (www.nbvillage.com). There is a tab for the CAFR's and a second tab for earlier financial statements.

B. Reporting Requirements

1. Criteria - Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of the fiscal year-end, an annual financial audit of its accounts and records. The Village is soliciting proposals from qualified certified public accounting firms to audit its financial statements for the years ending September 30, 2019, 2020, and 2021. The audit is to be performed in accordance with:
 - 1.1 Section 11.45, Florida Statutes, and other applicable statutes;
 - 1.2 Regulations of the Florida Department of Banking and Finance;
 - 1.3 Rules adopted by the Auditor General for form and content of local government entity audits (Chapter 10.550 and 10.600, Rules of the Auditor General);

- 1.4** Statements issued and adopted by the Governmental Accounting Standards board;
 - 1.5** Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
 - 1.6** Government Auditing Standards published by the Comptroller General of the United States;
 - 1.7** Audit and Accounting Guide – Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants;
 - 1.8** Single Audit Act of 1984, Public Law 98-502 and amendments of 1996, Public Law 104-156;
 - 1.9** United States Office of Management and Budget (OMB), Circular No. A-133, and any other applicable circular issued by OMB;
 - 1.10** Florida Single Audit Act;
 - 1.11** Statements and interpretations issued by the Financial Accounting Standards Board, if applicable.
 - 1.12** Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.
- 2.** If required by the Single Audit Act, the schedule of federal financial assistance and related Auditor’s report, as well as the reports on internal and state controls and compliance.
 - 3.** The accounting personnel of the Village will prepare and provide copies of working trial balances used to prepare the financial statements. The footnotes are prepared by the Village’s Finance Department. The Audit firm will prepare the basic financial statement from their work papers. The Village’s accounting personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.
 - 4.** Office space up to 350 sf, will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copier, fax and

internet access during the engagement. The Auditor will be required to provide its own equipment and other office materials.

The Auditor shall provide the following:

5. Reports required

5.1 A Report of Independent Auditors on the basic financial statements of the Village, in conformity with generally accepted accounting principles.

5.2 Independent Auditor's Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Basic Financial Statements performed in accordance with *Government Auditing Standards*.

5.3 If required by the Single Audit Act, Schedules of Federal and State Financial Assistance.

5.4 If required by the Single Audit Act, Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program, Internal Control over Compliance in Accordance with OMB Circular A-133 and Schedule of Expenditures of Federal Awards.

5.5 If required by the Single Audit Act, Independent Auditor's Report on Examination of Management's Assertion about Compliance with Specified Requirements.

5.6 If required by the Single Audit Act, a report on the Schedule of State Grant and Aid Appropriations.

5.7 If required by the Single Audit Act, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

5.8 A Management Letter as required by Section 11.45(3)(a)5, Florida Statutes and defined in Rule 10.554, Rules of the Auditor General. The draft of the management letter is to be discussed with key staff members before its issuance in final form.

5.9 If required perform the annual audit of The Children's Trust (TCT) grant Program. The Villages grant ends June 30, 2021, and they require an annual audit.

6. Time table: All reports applicable to this RFP shall be delivered based on information set forth below or, if necessary, on a schedule as agreed to, by the Village and the Auditor.

6.1 Fiscal Year 2019

a. Interim Work:

To be determined by proposer on RFP.

b. Detailed Audit Plan:

The auditor shall work with the Finance staff to develop a detailed audit plan by July 24, 2019, which shall include a final list of all schedules to be prepared by Village staff before field work begins.

c. Field Work

Field work will commence on or about September 15, 2014 and be completed by January 15, 2015.

d. Draft Reports

The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form for review by February 1, of each audit year.

e. Final Reports

The auditor shall present bound Comprehensive Annual Financial Report (CAFR) to the Village Commission in April, of each audit year.

C. Reports to be Issued:

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

1. A report of the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
3. A report on compliance with requirements applicable to each major Federal program and state project and on internal control over compliance in accordance with OMB Circular A-133 and the Florida Department of Financial Services *State Projects Compliance Supplement*.
4. A schedule of findings and questioned costs.
5. Any other required reports and schedules required by Federal and State Single Audit

Acts or other audit requirements

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

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

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

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

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

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

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

Village Commission
Village Manager

D. Special Considerations

1. *Assistance in Implementing Government Accounting Standards Board Statements:*
The Auditor shall assist the Village in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised, including all GASB Statement requirements on Other Post Employment Benefits (OPEB).
2. Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the

Auditor throughout the year to assist in this regard. In addition, the Village will make end-of-year records available to the Auditor on or before November 30 after the end of the fiscal year under audit, except for reports prepared by other Government agencies, such as FRS.

3. The schedule of federal awards and state financial assistance and related Auditor's report, as well as the reports on the internal control over financial reporting and compliance, are to be issued as part of the Annual Financial Report. These will be incorporated into the Village's Comprehensive Annual Financial Report (CAFR).

E. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Elora Riera, Village Clerk (CMC), 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida (305) 756-7171. She can be reached at eriera@nbvillage.com. The Village will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals. . The Audited Financial Reports (CAFR or Financial Statements) from FY 2005 through FY 2018 are available on the Village's web site under the Finance Department tab, www.nbvillage.com

F. Other Considerations

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

Working, Paper Retention and Access to Working Papers: All working papers and reports must be retained **at the Auditor's expense** for a minimum of five (5) years after the audited period unless the firm is notified in writing by the Village of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to North Bay Village. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

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

G. Project Guidelines and Criteria

Engagement partners and managers are required to be consistent during the term of the auditing term. If these personnel leave the firm, are promoted, or are assigned to another office, the Village will retain the right to approve or reject replacements assigned to the Village contract

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

SECTION 6- EVALUATION PROCEDURES

6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a ranking to the Village Commission.

1. Mandatory elements
 - a) The audit firm is independent and licensed to practice in the State of Florida.
 - b) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards (1988).

c) The firm has no conflict of interest with regard to any other work performed by the firm for North Bay Village.

d) The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

e) The firm adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Firms that do not meet the following qualifications shall be deemed non-responsive.**

Firm shall be in good standing with the State of Florida Accounting Board.

Firm shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

Firm shall submit membership documentation certifying that the Firm is a member in good standing with the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Firm shall meet the criteria of AICPA's independence standards and be free from conflicts of interest because of any other Services, work performed or personal or business dealings (this also pertains to all individuals assigned to perform the services). Any possible conflicts shall be disclosed in writing.

3. Evaluation Criteria:

a) Expertise and Experience (Maximum Points - 50)

1. The firm's past experience and performance on governmental engagements of comparable size and complexity of North Bay Village.
2. The quality and experience of the firm's professional auditing personnel to be assigned to the engagement.

3. The quality and experience of the firm's professional auditing personnel to be assigned to perform the Single Audit.
4. The quality and experience of the firm's professional IT auditing personnel assigned to the engagement.
5. The quality and experience of the firm's management support personnel to be available for technical consultation.

b) Audit Approach (Maximum Points - 20)

1. Adequacy of proposed staffing plan for various segments of the engagement.
 - a. General Government auditing;
 - b. Grant requirement audit approach;
 - c. Complete understanding of special revenue restrictions;
 - d. Full understanding of Utility Fund operation;
2. Adequacy of the general audit plan for the overall engagement.
3. Adequacy of the audit plan for the IT function.
4. Adequacy of the audit plan for the Single Audit for one or more State Revolving Loan Programs.

4. Responses of references (Maximum Points - 10)

5. Price (Maximum Points - 20)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration.

In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals.

Information and references submitted will be considered in the award. The Committee will then make a recommendation ranking to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The rest of this page is left blank

SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to June 14 at 3:00 PM. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.

The rest of this page is left blank

SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which auditing services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response.

Name of Governmental Agency (Village or county):

Description of services rendered:

During the month(s)/year(s):

Principal Contact Person:
Telephone Number:
Fax Number:
Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

(This space intentionally left blank)

Tab 8: List those North Bay Village agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services 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.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is required.

Tab 11: Proposer please quote your firms Billing Rates

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

SECTION 9 – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2019-003 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a.any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b.any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d.any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

SECTION 10 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**FORM 1
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	2019	2020	2021	2022	2023
TOTAL AUDIT FEE	\$	\$	\$	\$	\$

Provide a separate price, only, for a Single Audit Act Report, if required.

	2019	2020	2021	2022	2023
TOTAL AUDIT FEE	\$	\$	\$	\$	\$

Provide a separate price, for each Audit under the Florida State Revolving Loan Program, if required. (a)

	2019	2020	2021	2022	2023
TOTAL AUDIT FEE	\$	\$	\$	\$	\$

(a) The Village has 4 loans under this Florida Program that may (or may not) require an audit during this contract period.

Taxpayer Identification Number:

BIDDER:

(Company Name)

(Signature of Authorized Representative)

(Printed Name and Title)

**FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month

Day

Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1.

2.

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Business Tax Receipt No.

(Attach Copy)

b. Business Tax Receipt Classification:

c. Business Tax Receipt Expiration Date:

d. Social Security or Federal I.D. Number:

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title

- B. Years of Experience with:
 - This Firm:

 - With Other Similar Firms:

- C. Education:
 - Degree(s)

 - Year/Specialization

- D. Professional References: (List a minimum of 3)

- E. Other Relevant Experience and Qualifications

- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
2. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
3. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

FORM 6
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 7.
8. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

FORM 7
ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDA NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day
and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

FORM 10
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public 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 any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

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

Signature (Blue ink only)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose

name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

(Type of Identification Produced)

_____ Did take an oath, or

_____ Did Not take an oath

Section 11
SAMPLE CONTRACT

THIS CONTRACT (“Contract”), made as of _____, 201____ by and between NORTH BAY VILLAGE (VILLAGE), a Florida municipality and _____, a Florida corporation (“CONTRACTOR”), located at _____.

WHEREAS, the VILLAGE has awarded RFP Number 2019-003 for Auditing Services to CONTRACTOR, pursuant to Village Commission Resolution No. 2019-XX; and

WHEREAS, Resolution 2019-XX authorizes the Village Manager to execute a Contract with CONTRACTOR, in the form provided in RFP 2019-003 together with such changes to form as approved by the Village Manager and Village Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM AND PURPOSE**

1.1 The purpose of this agreement is to provide for audit service for North Bay Village for a three-year period beginning October 1, 2018 and ending September 30, 2021, as more particularly described in Section 4. This Contract shall commence on July 15, 2019 and include the period from the commencement date through September 30, 2021. The initial contract will be for a period of three years. The Village Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to two (2) additional years (the “Renewal Term”). Such Renewal Term shall be effective upon receipt of a written notice from the Contractor to the Village Manager received no later than 120 days prior to the date of termination. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* with all federal and state laws or regulations applicable to the conduct of this Agreement.

2. **DESCRIPTION**

2.1 The Auditor shall perform an audit to obtain reasonable assurance that the general purpose financial statements (“the Financial Statements”) of North Bay Village are free of material misstatement; shall examine, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; shall assess the accounting principles used and significant estimates made by the Village; and shall evaluate the overall Financial Statements presentation using the GFOA Certificate of Achievement for Excellence in Financial Reporting (CAFR) criteria.

2.2 The Auditor shall report to the Village Commission any matters which constitute “Reportable Conditions” under the standards established by the American Institute of Certified Public Accountants.

2.3 The Auditor shall provide ongoing accounting advice and services to assist the Village to implement any recommendations made in connection with the audit, to correct Reportable Conditions noted by the Auditor, and to assist the Village to improve its accounting methods and procedures.

3. **AUDIT AND ACCOUNTING SERVICES SCHEDULES**

3.1 The annual audit shall be performed by the Auditor beginning as soon as practicable after the close of the Village’s fiscal year on September 30, 2019 and each year thereafter during the term of this agreement. The Auditor’s report shall be presented to the Village Commission not later than April 15 each year.

4. **PAYMENTS:**

4.1 During the term of this Agreement, the Village shall pay the Auditor for its services under this Agreement the sum of \$_____, for FY 2019, \$_____ for FY 2020, \$_____ for FY 2021, and optional years \$_____ for FY 2022 and \$_____ FY 2023, based upon an average hourly rate of \$_____. Payment shall be made by the 15th day of the month following receipt of Auditor’s invoice for the audit services.

4.2 The Auditor shall pay all costs incurred for: (1) the services of the Auditor’s personnel; (2) preparation and printing 20 sets of the CAFR and any additional or optional work product; and (3) Auditor’s equipment used in connection with the Auditor’s report or the ongoing services.

5. **TERMINATION:**

5.1 Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

5.2 Upon notice of such termination, the VILLAGE shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

- 5.3 After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Contract on the date specified in the notice of termination.
- 5.4 The VILLAGE may terminate this Contract upon 30 days written notice if the CONTRACTOR defaults on any material term of this Contract. The VILLAGE will be responsible only for the cost of Work accepted and approved by the Village Manager at the time of termination.

6. **CONTRACT DOCUMENTS:**

The following documents shall, by this reference, be considered part of this Contract:

RFP with Bid Bond
All Addenda;
Contract;
Proposal, including all Forms submitted;
Detailed Specifications;
Insurance and Bond or Security Certificates and Instruments.

7. **INSURANCE and BONDS:**

7.1 The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include a minimum of:

7.2 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of

\$1,000,000.00 each accident.

- 7.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, and two million dollars (\$1,000,000) general aggregate limit.
- 7.4 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 7.5 Certificate of Insurance: CONTRACTOR shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract and the Village is an "additional Insured". The VILLAGE reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less

than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

- 7.6 Additional Insured: The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONTRACTOR in performance of this Contract. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 7.7 Deductibles: All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- 7.8 Bond: Prior to performing under this Contract and within three (3) days of the Effective Date hereof, the CONTRACTOR shall deliver to the VILLAGE a cash bond, letter of credit or performance bond in the amount of twenty thousand dollars (\$20,000), in a form approved by the Village Attorney. The surety providing any such Bond must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bond shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

8. **INDEMNIFICATION:**

- 8.1 CONTRACTOR shall indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses,

and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of CONTRACTOR, its agents, servants, or employees in the performance of services under this contract.

8.2 CONTRACTOR further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of CONTRACTOR not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

8.3 The CONTRACTOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

9.1 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 VILLAGE.

10. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

10.1 ASSIGNMENT AND AMENDMENT: No assignment by the CONTRACTOR of this Contract or any part of it or any monies due or to become due, shall be made, nor shall the CONTRACTOR hire a subcontractor to perform its duties under this Contract without prior written approval of the VILLAGE. This Contract may only be amended, by the parties, with the same formalities as this Contract.

11. **CONSTRUCTION:**

This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie exclusively in Miami-Dade County, Florida.

12. **INSPECTION AND AUDIT:**

During the term of this Contract and for three (3) years from the date of Termination the Contract shall allow Village representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Village determines the Contractor was paid for services not performed, upon receipt of written demand by the Village, the Contractor shall remit such payments to the Village.

13. **ACCESS TO PUBLIC RECORDS:**

The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this Contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Termination.

14. **SEVERABILITY:**

SEVERABILITY: If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

15. **JOINT PREPARATION:**

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

16. **COUNTERPARTS:**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same contract.

17. **NOTICES:**

Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the

present, the parties designate the following as the respective persons and places for giving of notice:

VILLAGE: NORTH BAY VILLAGE

Ralph Rosado Village Manager
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

With COPY to: North Bay Village Attorney
Daniel Espino
Village Attorney
Weiss Serota, Helfman Cole & Bierman
2525 Ponce DeLeon Blvd. Suite 700
Miami, Florida 33134

CONTRACTOR: _____

18. In the event of any conflict between any provisions of this Contract and any provisions in the exhibits hereto, the parties agree that the provisions of this Contract are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTESTED:

NORTH BAY VILLAGE:

BY: _____
Elora Riera, Village Clerk

BY: _____
Ralph Rosado, Village Manager

APPROVED AS TO FORM FOR THE USE
OF NORTH BAY VILLAGE:

Weiss Serota, Helfman, Cole and Bierman
Dan Espino, Village Attorney

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

CONTRACTOR:

BY: _____
WITNESS

BY: _____

WITNESS