



CITY OF WINTER SPRINGS, FLORIDA | FINANCE DEPARTMENT
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708
T: (407) 327-1800 | F: (407) 324-4753 | www.winterspringsfl.org

REQUEST FOR PROPOSAL (RFP)
RFP 04-21 HQ – AUDITING SERVICES
Due Date: June 8, 2021 – 2:00 p.m.

To: All Prospective Proposers

From: Maria Sonksen, Finance Director

Dear Potential Proposer:

The City of Winter Springs, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the “City”, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the “Scope of Services” of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach, and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal and Acceptance of Terms Form**, herein.

All proposals shall be received by the due date and time as indicated herein. Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City website at <https://www.winterspringsfl.org/rfps>. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Winter Springs, Florida.

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

SECTION

- 1 Project Overview
- 2 Proposal Schedule
- 3 General Instructions
- 4 Proposal Response and Format
- 5 Evaluation Process
- 6 General Terms and Conditions

ATTACHMENT

- A Insurance Requirements
- B Conflict of Interest and Non-Collusion Statement
- C Addendum Receipt Acknowledgement Certification
- D Drug-Free Workplace Certification
- E Organizational Information
- F References
- G Contractor Certification Regarding Scrutinized Companies
- H Price Proposal and Acceptance of Terms Form
- I Statement of No Bid Submittal

EXHIBIT

- 1 Scope of Work
- 2 Sample Agreement for Services

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ADVERTISEMENT FOR BIDS

REQUEST FOR PROPOSAL

Bid Proposals are hereby solicited by the City of Winter Springs, Florida for:

**AUDITING SERVICES
Bid No. RFP 04-21 HQ**

Sealed Bids must be received by June 8, 2021 at 2:00 P.M. at the City of Winter Springs, 1126 East S.R. 434, Winter Springs, FL 32708.

Bid opening will be immediately after at City of Winter Springs, 1126 East S.R. 434, Winter Springs, FL 32708, in City Hall Commission Chambers.

The Bidding Documents may be downloaded in pdf format from DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City's website <https://www.winterspringsfl.org/rfps>.

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

The City is interested in contracting with one (1) qualified firm to provide Auditing Services. Auditing Services to include, but are not limited to, the professional services of a Certified Public Accountant for the provision of financial and compliance audits as required pursuant to Section 218.39, Florida Statutes, as amended and the preparation of the Comprehensive Annual Financial Report.

The audit should be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provision of the Federal Single Audit Act of 1996 and the Office of Management and Budget (OMB), 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"). Budgets are adopted annually in accordance with the City's Charter and expenditures are controlled in accordance with written policies and procedures.

1.02 BACKGROUND

The City of Winter Springs was incorporated in 1959 and is located about 15 miles outside Downtown Orlando. The main roadway through the City is State Road 434.

The City of Winter Springs is a charter city with its legislative powers held by the Mayor and City Commission that functions under a Commission/Manager form of government. The Mayor and five City Commissioners are elected to serve four-year terms; while each of the five City Commissioners residing within a different district, they and the Mayor are elected at-large to serve the entire City rather than specific neighborhoods.

The City provides a full range of services to include, police, road & right of ways, sidewalks, parks, stormwater, wastewater, water and other infrastructure, engineering, planning and community development, code enforcement, general administration and support services, and recreational and cultural events. Additional City information can be found at: <https://www.winterspringsfl.org/>

1.03 TERM

It is anticipated an Agreement will be awarded for a period of five (5) years that may be extended at the option of the City for additional one (1) year terms upon mutual agreement of the parties. The City will reserve the right to cancel this agreement for convenience at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

1.04 MINIMUM REQUIREMENTS

In order to be considered, the firm must meet all of the following criteria:

The audit firm is independent of the City and licensed to practice in the state of Florida. The Proposer shall provide an affirmative statement that it is independent of the City of Winter Springs as defined by generally accepted auditing standards and the U.S. General Accounting Office Government Auditing Standards. The Proposer shall provide an affirmative statement indicating the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida and qualified to perform governmental audits. Please include same under Tab "A".

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

- A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- B. Licenses: All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
- C. **The Firm shall have been in business for a minimum of five (5) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of ten (10) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
- D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida, and must have an office in the State of Florida. **The Firm shall have been in business for a minimum of five (5) consecutive years**. This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.

Evidence of authority to conduct commercial business in the State of Florida - **Provide Sunbiz report showing your company registered as "Active"**.

Financial Capacity - The Proposer may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Proposer receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.05 RFP SECURITY BOND (Not Applicable)

1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)

SECTION 2 PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

Tentative Schedule	
Task	Date
RFP Released	Wednesday, May 19, 2021
Deadline for Questions by Interested Parties	Tuesday, June 1, 2021 - EOD
Proposal Due Date and Time	Tuesday, June 8, 2021 - 2:00 p.m.
Evaluation and Shortlist	Wednesday, June 23, 2021 - 9:00 a.m.
Informal Interviews	Wednesday, June 30, 2021 – 9:00 a.m.
City Commission Auditor Selection Approval	Monday, July 12th

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained From: DemandStar at the following link: <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City’s website <https://www.winterspringsfl.org/rfps>. At Proposers expense, register as a vendor on DemandStar to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information, contact Holly Queen, Assistant Finance Director, acting as the Bid Administrator for RFQ 04-21 HQ. She can be reached at: (407)327-8985 or via email HQueen@winterspringsfl.org. **Important:** The desire of the City to pursue proposals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER

DemandStar Corporation (DemandStar) has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent

entity and is not an agent or representative of the City. Communications to DemandStar do not constitute communications to the City.

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS

The City of Winter Springs Finance Department, its website and service provider, DemandStar are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with DemandStar to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)

A Pre-proposal Conference will not be held for this solicitation.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing and hand-delivered or delivered electronically through email to the attention Finance Department that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

City of Winter Springs
Attn: Holly Queen – Finance Department
1126 East State Road 434
Winter Springs, FL 32708
Phone: (407)327-8985
Email: HQueen@winterspringsfl.org

- A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Finance Department **prior** to proposal opening, should clarification be required.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Finance Department.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Proposer to contact the Finance Department **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.
- E. Addenda will be available to all Proposers and will be uploaded to DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City website <https://www.winterspringsfl.org/rfps>.

3.06 PREPARATION AND FORMAT

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content

3.07 PAGE LIMITATION

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

3.08 COMPLETENESS

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Selection dividers with tabs properly labeled with Tab letters to identify each required criteria in Section 4. Include slip sheets indicating the tabs, in place of dividers for electronic submissions.
- B. All attachments shall be placed under the appropriate tab for that sub-section.
- C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

3.09 JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments, and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation, or
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company, or

- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company; **or**
- D. A signed Sunbiz Florida Profit Corporation Annual Report.
- E. Please include this information under Tab “E” of your proposal.

Failure to sign and witness the Proposer’s signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

3.11 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is “confidential” is not sufficient. Failure to provide the Finance Department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 SUBMISSION OF PROPOSALS AND DELIVERY

- A. Proposals shall be received in the City’s Finance Department at 1126 East State Road 434, Winter Springs, FL 32708, or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer’s agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location.
- B. All firms submitting a proposal will need to include four original sets of documents (in paper form) and one PDF (of all documents) on a thumb drive in a sealed envelope. The left front of the package shall read:

Request for Proposal to Provide Audit Services
RFP 04-21 HQ
Due Date: June 8, 2021 – Time 2:00 PM
Company Name and Address

3.13 PUBLIC OPENING OF PROPOSALS

The names of the respondents will be posted to DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City’s website <https://www.winterspringsfl.org/rfps>. Only the names of the respondents will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the

agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

3.14 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.15 OWNERSHIP OF DOCUMENTS

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

SECTION 4 PROPOSAL RESPONSE AND FORMAT

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

- A. **Executive Summary.** Each Firm must submit an Executive Summary limited to two (2) pages, signed by an authorized representative, that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Include information on the size of your firm's governmental audit staff and the location of the offices (s) from which each segment of the audit is to be performed. The Executive Summary should also summarize the organization structure and the key elements of the proposal.
- B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Account Supervisor. Include a project team organizational chart that includes team members and their project role. Include resumes of key individuals and staff including their location and availability. Specifically for the engagement leadership for audit senior (if possible), audit manager and audit partner/director, as well as any quality reviewers (if applicable).
1. Indicate whether each such person is licensed to practice as a certified public accountant in Florida.
 2. Provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit. Professional organizations may include but are not limited to American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, and the Government Finance Officers Association.
 3. Provide as much information as possible regarding qualifications, experience, and training, including relevant continuing professional education, of the specified staff to provide these services.

- C. **Most Recent External Quality Control Review Reports.** Please submit a copy of the report of your most recent external quality control review, including any management letter comment, with a statement whether that quality control review included a review of specific governmental engagements. In addition, please provide information on the results of any Federal or State desk reviews or field reviews of its audit during the past three (3) years. In addition the firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organizations.
- D. **Litigation.** Proposers must provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
1. Cases, which are related to contractual services provided in the regular course of business.
 2. The regional/district office that will be supporting this contract.
 3. Sanctions: List any regulatory or license agency sanctions.
 4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
 5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
 6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.
- E. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year's financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer's financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to furnish the financial requirements of the RFP may be grounds for disqualification of your proposal response and offer.
- F. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.
- G. **Financial Plan, Capital, and Capabilities.** Demonstrate your financial soundness and history of meeting financial obligations. Provide a general description of firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

4.02 SIMILAR PROJECTS/INCLUDING GOVERNMENT EXPERIENCE/REFERENCES – TAB “B”

- A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of municipal projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer’s firm, as follows:
1. Client name, address, phone, fax number and email address;
 2. Description of all services provided;
 3. Performance period; and,
 4. Total annual amount of contract.
 5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.
- B. Describe any significant or unique awards received or accomplishments made in previous, similar projects. Include recognized CAFR awards earned.

NOTE: Please do not include projects completed or currently underway with the City of Winter Springs.

4.03 PROJECT APPROACH/WORK PLAN – TAB “C”

- A. Define the adequacy of resources, **including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.** Provide data on how your firm meets or exceeds the minimum qualifications required. Address the following:
1. Adequacy of proposed staffing plan for various segments of the engagement, including supervision, and involvement of experienced personnel;
 2. Adequacy of audit work plan and sampling technique;
 3. Adequacy of analytical and substantive procedures; and
 4. Adequacy of study and evaluation of internal accounting and administrative controls.
- B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. Describe in detail how the required services will be executed. Include information related, but not limited to operations, management, timeframes, and scheduling, communicating with the City, reporting methods, and invoicing.
- F. Provide the current and projected workload of the firm.
- G. The proposal should set forth a general work plan, including an explanation of the audit methodology to be followed. Provide the following information regarding the audit approach:
1. Proposed segmentation of the engagement;
 2. Level of staff to be assigned and number of hours to be assigned to each proposed segment of the engagement;
 3. Extent of use of Electronic Data Processing software in the engagement including the ability to audit through the computer;

4. Sample size and the extent to which statistical sampling is to be used in the engagement;
5. Approach to be taken to gain and document an understanding of the City's internal controls;
6. Approach to be taken in determining laws and regulations subject to audit test work; and
7. Approach to be taken in drawing audit samples for purposes of testing compliance.

4.04 PRICE PROPOSAL – TAB “D”

The **Price Proposal and Acceptance of Terms Form**, shall be completed and included along with the **Price Proposal Schedule worksheet** in Tab D. An authorized signatory must sign attesting to knowledge of Scope of Work, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

A. Fee Proposal:

The City is requesting a lump sum fee for auditing services. The stated lump sum fee shall include all costs associated with the performance of the services, inclusive of all personnel, meetings, strategy sessions, discussions, field work, reports, etc., as required to complete the annual audit. There shall be no hidden costs associated with the delivery of the services.

The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing.

Final payment shall be payable upon the conclusion of the audit, receipt, and approval of the final report by the City.

B. The Price Proposal shall be evaluated using the below formula:

The lowest price receives the maximum points. The lowest price is then divided, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

Proposer	Price Proposal	Applied Percentage		Maximum Score		Weighted Score
A	\$42,500	84%	X	10	=	8
B	\$40,000	89%	X	10	=	9
C	\$35,500	100%	X	10	=	10

4.05 RFP REQUIRED FORMS – TAB “E”

Proposers shall include all applicable and properly executed forms under Tab E.

- A. **Insurance Certificates.** Provide copies of your current liability and workers’ compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers’ Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Winter Springs.
- C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
- D. **Drug Free Workplace Certification.** If applicable, Proposers must complete and sign the **Drug Free Workplace Certification**.
- E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information**. Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
- F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Winter Springs staff shall not be provided or considered)
- G. **Sub-contractors.** Sub-contractors will not be used to for this solicitation.
- H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- I. **Proof of Licenses/Certification.** Documentation shall include, but not be limited to:
 - 1. Provide copies of required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your Firm’s qualifications.
 - 2. The Firm shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
 - 3. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
 - 4. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
- J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
- K. **Tax Identification Number (TIN).** All Proposers shall **furnish a completed W-9** with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.06 ADDITIONAL INFORMATION – TAB “F” (No assigned points)

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm’s Qualifications and Experience	35
B	Similar Projects/References	25
C	Project Approach	30
D	Price Proposal/Fee Schedule	10
MAXIMUM TOTAL POINTS		100

ADJECTIVAL RATING

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

- 0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
- 1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the evaluation committee based on the stated criteria. Based on the Evaluation Criteria price is NOT the sole or predominant factor under consideration. This is designed to assure that highly qualified firms will receive appropriate consideration and to discourage the submission of proposals with unrealistically low prices by less qualified firms. In order to assist in determining the best qualified firm, the evaluation committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City’s decisions shall be final.

5.01 DETERMINING RESPONSIBILITY

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer’s ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with the City;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

The City of Winter Springs has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Winter Springs may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Winter Springs. Material deviations cannot be waived.

5.03 EVALUATION PROCEDURE

- A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance with the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.
- B. An initial review is performed by the Finance Department to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:
 - 1. The proposal was submitted by the stated deadline;
 - 2. All required documents have been submitted;
 - 3. All documents requiring an original signature have been signed and submitted; and
 - 4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.
- C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

5.04 EVALUATION

The evaluation committee is created pursuant to Resolution No. 2021-06 approved by the City Commission, and shall perform the responsibilities required by the Resolution. The evaluation committee consists of one City Commissioner and other appointees made by **the City Manager or Designee**. Submittals will be reviewed and evaluated independently by the evaluation committee using an adjectival rating system. The summary results will be posted on DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City's website <https://www.winterspringsfl.org/rfps>.

5.05 INITIAL RANKING - SHORTLIST

The evaluation committee will rank and shortlist a minimum of three (3) firms based upon the criteria established herein. The Committee has elected to have presentations/interviews. Upon conclusion of the presentation/interviews, the Committee may proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

5.06 ORAL PRESENTATIONS OR INTERVIEWS

The Committee will conduct informal interviews with the top three ranked Proposers regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Bid Administrator will notify all selected Proposers of the City's decision to request oral presentations/interviews, as applicable. When interviews are held, the Proposer shall have representatives of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Oral presentations/interviews may include, but not be limited to, an oral presentation from the Proposer and questions from the Committee. The Committee will make an effort to provide questions to be addressed in these sessions to the respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City. Scoring will start over from zero; the committee will re-score the top three Proposers' using the same scoring methodology describe herein.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Finance Department and a member from the City attorney's office. **The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation.** Pursuant to Florida Statute Chapter 286, any portion of a meeting,

at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.08 RIGHT TO CANCEL OR REJECT

- A. As the best interests of the City may require, a solicitation may be canceled, or the City Commission may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the City's Procurement Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
- B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

5.09 SHORTLIST

As applicable, a tabulation or the evaluation committee's shortlist will be posted on DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City's website <https://www.winterspringsfl.org/rfps>. Proposers may also call the Finance Department for results.

5.10 NOTICE OF INTENT TO AWARD

The Bid Administrator shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> and the City's website at <https://www.winterspringsfl.org/rfps>. The Notice of Intent to Award is not a contract and shall not be construed as requiring the City Commission to award the contract to the Proposer mentioned in the Notice. The Notice of Intent to Award will reflect the Proposer recommended by the evaluation committee. The City Commission shall be responsible for considering the recommendation by the committee and awarding a final contract. The contract shall be in writing and shall not be binding until duly approved and executed by the City and Proposer.

5.11 PROTESTS AND APPEALS

- A. Any prospective Proposer or Respondent may file a bid protest in accordance with the City's written bid protest policy. Said policy can be obtained from the Finance Director if necessary. .
- B. The decision of the City Commission shall be final and conclusive.

5.12 AGREEMENT/CONTRACT

A final written contract shall be prepared and executed after the contract is awarded by the City Commission. Compliance with this RFP will serve as a guide in negotiating the final terms of the contract. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

- A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
- B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
- C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance, and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
- E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
- F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

5.13 AWARD OF CONTRACT

- A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.
- B. The Finance Department and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

5.14 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

5.15 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents

discovered or produced by the successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

5.16 ADDITIONAL INFORMATION/DATA

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.01 INTERCHANGE OF TERMS

- A. Throughout this solicitation document, the terms Contractor, Offeror, Proposer and/or Respondent may be used interchangeably with each other.
- B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

6.02 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Winter Springs abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

Multi-Year Contracts and Appropriation of Funds

Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.

6.03 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

6.04 PURCHASING CARD PROGRAM

The City of Winter Springs does **not** offer an e-Payables program.

6.05 INVOICES

- A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Winter Springs, 1126 East State Road 434, Winter Spring, FL 32708 or accountspayable@winterspringsfl.org. For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division, or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt, and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor, or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the parties will follow the process under the Florida Prompt Payment Act. If resolution cannot be reached amicably, the parties agree to mediate with a certified civil circuit mediator the dispute before filing any legal action.

6.06 PRICE ADJUSTMENTS

- A. Prices for all products and services, other than Out of Pocket and Travel Expenses, resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed three percent (3%) per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index for All Urban Consumers [1982-84=100] as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.
- B. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.
- C. The City has the right to refuse acceptance of a requested price increase if it is not properly documented; or the request is not submitted less than ninety (90) days from the contract expiration date; or is considered by the City to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract may be terminated for convenience.

6.07 PRICE

- A. Prices shall include all costs associated with the products and services being solicited including labor, management, etc.
- B. Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- C. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm

6.08 LOCAL BUSINESS TAX RECEIPT

Both the City of Winter Springs and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Finance or Community Development Departments can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. For information concerning this requirement please go to the City's Finance Department directly at <https://www.winterspringsfl.org/finance/page/business-tax-receipts>.

6.09 OUT OF POCKET AND TRAVEL EXPENSES

- A. Out-of-Pocket expenses such as supplies, printing, binders, etc. shall be charged in accordance with Section 6 in the Scope of Services.
- B. Any travel required pursuant to the Contract out of the Orlando MSA shall be in accordance with current State per diem rates as per the Scope of Services. No costs for travel, meals, or accommodations shall be charged to the City for travel within the Orlando MSA.
- C. Contractor shall provide documentation of all actual "Out of Pocket" and Travel expenses as a condition of reimbursement. Offeror shall include as a part of the solicitation response, all details and costs regarding anticipated travel expenses and note such costs on the price sheet as a separate line item.

6.10 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Winter Springs.

6.11 PERMITS, LICENSES OR FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

6.12 TAXES

The City of Winter Springs is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012529604C-0 and the Federal Employee Identification Number is 59-1026364. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

6.13 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

6.14 OFFEROR'S QUALIFICATIONS

- A. Offeror shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a Contract.
- B. The City shall have the right to investigate the financial condition, experience record, qualifications, and references of each Offeror and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.
- C. Offeror shall satisfy each of the following requirements cited below. Failure to do so may result in the response being deemed non-responsive or rejected.
 - 1. Offeror, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
 - 2. Offeror, including any principal, officer, agent, or proposed subcontractor of Offeror, shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

6.15 CONFLICT OF INTEREST

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Winter Springs. Furthermore, all Proposers shall disclose the name of any City of Winter Springs officer or employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Conflict of Interest provisions of the City of Winter Springs Procurement Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

6.16 NON-COLLUSION/LOBBYING CERTIFICATION

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager, or any City employee in connection with the awarded agreement as a result of this solicitation process.

6.17 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

6.18 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Proposer shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Proposer's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Proposers are advised that the City will not accept limitations on liability. The successful Proposer will be fully liable for all damages and events caused by the successful Proposer without any limitations as to dollar amount. The City will pursue liable Proposers to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Proposer non-responsible, and, as such, the bid will not be accepted by the City.

6.19 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor requests to substitute personnel,

it is expected that such personnel shall have equal or higher knowledge, skills, abilities, and qualifications (KSA's). The City reserves the right to request resumes and approve the use of such personnel.

6.20 DELETION/MODIFICATION OF SERVICES

The City reserves the right to exercise any portion of the Scope of Services. If such right is exercised by the City, it will be in compliance with the fee schedule.

Fee shall be reduced in the same ratio as the estimated cost of the work deleted compared to the estimated cost of the work originally planned. If the Contractor and the City agree on modifications or revisions to the task elements, after the City 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 City for approval prior to proceeding with the work.

6.21 INDEMNIFICATION

- A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees in performance or non-performance of its obligations under the awarded agreement. The successful Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents to agree in writing to the provisions of this paragraph.
- B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright, or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

6.22 INSURANCE REQUIREMENTS

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** with your proposal submittal.
- B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Finance Department within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Winter Springs as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

6.23 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Winter Springs in accordance with all Florida Statutes.

6.24 ACCEPTANCE OF GOODS/SERVICES

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.25 DRUG FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification**, and include with your RFP response.

6.26 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact Holly Queen, Assistant Finance Director, City of Winter Springs, 1126 East State Road 434, Winter Springs, Florida 32708, or via email HQueen@winterspringsfl.org not later than seven (7) days prior to the date on which the accommodation is requested.

6.27 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

6.28 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

6.29 PROPOSAL USE BY OTHER AGENCIES

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

6.30 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/ Office personnel and/or any member of the evaluation committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Finance Department and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-

out Period will be reinstated until such time as the City Commission meets to consider the item for action.

- D. Proposers, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

6.31 QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Finance Department. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Finance Department, in writing, by the date stipulated in the tentative schedule herein.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the evaluation committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Finance Department.

6.32 OFFICE OF RECORD

The City of Winter Springs Finance Department shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Finance Department may be reached Monday through Friday between 9:00 A.M. to 5:00 P.M., via phone at (407)327-8985 or email at HQueen@winterspringsfl.org.

6.33 TIME OF PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

6.34 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

6.35 COST OF SUBMITTAL

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

6.36 PROHIBITION AGAINST CONTINGENT FEES

The 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 an agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

6.37 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Proposer certifies that in connection with this proposal:

“The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.”

6.38 RESPONSIBILITY OF PROPOSER

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed; and is fully capable to meet all of the requirements of the solicitation and subsequent contract.

6.39 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

6.40 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor’s participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

6.41 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

6.42 ESTIMATED QUANTITIES

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

6.43 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Proposer shall prevail.
3. Proposer shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

6.44 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Proposers for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Proposer obtained and upon which the Proposer relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Proposer is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

6.45 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Proposers within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Proposer to complete the Work or otherwise creating an appearance of an undercapitalized Proposer.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Proposer obtained and upon which the Proposer relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the Proposer is unable to demonstrate the validity and/or necessity of the front-loaded costs.

6.46 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Winter Springs shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Winter Springs are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

6.47 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

6.48 TRUTH IN NEGOTIATION CERTIFICATION

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of \$190,000 to establish a fair and reasonable price.

6.49 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain all public records required by the City to perform the services herein; and

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents, and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE, ATTN: CHRISTIAN GOWAN, AT 407-327-6560, CGOWAN@WINTERSPRINGSFL.ORG, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FL 32708**

6.50 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

6.51 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie proposers shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the proposers involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

ATTACHMENT A - INSURANCE REQUIREMENTS

- A. Insurance. The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Proposer/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$1,000,000.00
Worker’s Compensation	\$1,000,000.00

Worker’s Compensation: Employers’ liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. Except for professional liability policies which may not permit adding the City as an additional named insured, the successful Proposer/Contractor and/or subcontractor shall name the “City of Winter Springs” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance. The successful Proposer/Contractor and/or subcontractor shall provide the City’s Finance Department with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

CITY OF WINTER SPRINGS, FLORIDA | FINANCE DEPARTMENT
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708
T: (407) 327-1800 | F: (407) 324-4753 | www.winterspringsfl.org

City of Winter Springs
c/o Holly Queen
1126 East State Road 434
Winter Springs, Florida 32708

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF WINTER SPRINGS, FINANCE DEPARTMENT, 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Winter Springs. The liability policies shall be Primary/Non-Contributory.

AUTHORIZED SIGNATURE

Printed Name of AUTHORIZED SIGNATORY

Title

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

**PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal**

ATTACHMENT B - CONFLICT OF INTEREST AND NON-COLLUSION STATEMENT

A. This sworn statement is submitted with RFP 04-21 HQ for Auditing Services.

This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____. My name is

_____ and my relationship to the above entity is
[Please print name of individual signing]

[Please provide relationship of the individual printed above]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP 04-21 HQ for Auditing Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended, or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Winter Springs government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or

CITY OF WINTER SPRINGS, FLORIDA | FINANCE DEPARTMENT
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708
T: (407) 327-1800 | F: (407) 324-4753 | www.winterspringsfl.org

employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Printed Name of AUTHORIZED SIGNATORY

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT C - ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ FEIN: _____

E-mail Address: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Printed Name of AUTHORIZED SIGNATORY

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT E - ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Proposer/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include:**

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ FEIN: _____

E-mail Address: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT F - REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Winter Springs is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT G - CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into, or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into, or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name:

Mailing Address:

Telephone Number: _____ Fax Number: _____ FEIN: _____

E-mail Address: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT H - PRICE PROPOSAL AND ACCEPTANCE OF TERMS

The Price Proposal Form (spreadsheet), consisting of one (1) page, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from DemandStar at the following link <https://www.demandstar.com/app/agencies/florida/city-of-winter-springs-purchasing-department/procurement-opportunities/788dff02-ceb4-4081-9c8d-8196ecbbf31a/> or the City's website <https://www.winterspringsfl.org/rfps>. Proposer should complete and fill in all line items within worksheet in the workbook.

RFP04-21 HQ - Auditing Services		
Price Proposal Form - Lump Sum		
Fiscal Year 10/1 through 9/30		
Item	Description	Audit Fee
1	City Audit Fee- FY 2021	\$0.00
2	Single Audit Fee - FY 2021	\$0.00
3	CAFR & Report Preparation - FY 2021	\$0.00
4	City Audit Fee - FY 2022	\$0.00
5	Single Audit Fee - FY 2022	\$0.00
6	CAFR & Report Preparation - FY 2022	\$0.00
7	City Audit Fee - FY 2023	\$0.00
8	Single Audit Fee - FY 2023	\$0.00
9	CAFR & Report Preparation - FY 2023	\$0.00
10	City Audit Fee - FY 2024	\$0.00
11	Single Audit Fee - FY 2024	\$0.00
12	CAFR & Report Preparation - FY 2024	\$0.00
13	City Audit Fee - FY 2025	\$0.00
14	Single Audit Fee - FY 2025	\$0.00
15	CAFR & Report Preparation - FY 2025	\$0.00
Total RFP Price Submitted:		\$0.00

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Winter Springs Finance Department for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ FEIN: _____

E-mail Address: _____

 Authorized Signature

 Printed Name

 Title

 Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
 Failure to submit this form may be grounds for disqualification of your submittal

ATTACHMENT I - STATEMENT OF "NO BID SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Winter Springs, Finance Department , 1126 East State Road 434, Winter Springs, Florida 32708.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP 04-21 HQ, titled Auditing Services for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Proposer/Contractor Name:

Mailing Address:

Telephone Number: _____ Fax Number: _____ FEIN: _____

E-mail Address: _____

 Authorized Signature

 Printed Name

 Title

 Date

EXHIBIT 1 - SCOPE OF WORK

A. Description of City Structure.

1. Form of Government.

The City operates under a Commission/Manager form of government and provides the following services to its residents:

- a. Police;
- b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
- c. City planning, zoning, subdivision and building code regulation, and enforcement;
- d. Supervised recreation programs;
- e. Water, sewer, and reclaimed water services;
- f. Residential solid waste collection services.

2. Fiscal Year Definition.

The City’s fiscal year commences on October 1st and ends on September 30th.

3. Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	\$16,883,194
Enterprise Funds	4	\$18,705,962
Special Revenue Funds	11	\$11,901,759
Special Assessment Funds	6	\$784,735
Capital Projects Funds	5	\$1,125,570
Debt Service Funds	3	\$1,280,001

NOTE: Other funds to be audited may be added throughout the term of the awarded agreement.

4. Pension Plans.

The City maintains a single-employer defined benefit pension plan that provides retirement benefits to City employees. The pension plan is maintained as a Pension Trust Fund and is included with the fund financial statements. This pension plan does not issue a stand-alone financial report. General employees hired on or after October 1, 2011 are no longer eligible for the defined benefit pension plan, but are eligible for the City’s defined contribution plan. Employees hired as sworn police officers or hired as forensic professionals on or after October 1, 2011 will continue to participate in the defined benefit plan. In October 2008, the City consolidated fire services with Seminole County, and firefighters were given the option to either remain in the City’s pension plan or enroll in the County’s pension plan. As a result, 27 firefighters elected to remain in the City’s pension plan of which 1 remains who is no longer an employee of the City. The Board of Trustees of the plan are appointed by the City

Commission to make advisory recommendations regarding the plan's investment and portfolio strategies. Any recommendations are then taken back to the Commission for final approval.

5. Basis of Accounting.

- a. All Governmental funds are accounted for using the modified accrual basis of accounting.
- b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.
- c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

The City financial application software is the New World platform provided by Tyler Technologies.

B. Scope of Services.

The City desires the Auditor to express an opinion on the fair presentation of its Comprehensive Annual Financial Report in conformity with generally accepted accounting principles.

The City also desires the Auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles.

The City does not expect to be subject to Single Audit Examination in every year of the awarded contract. If necessary, the City desires the Auditor to express an opinion on compliance and internal control in accordance with Office of Management and Budget (OMB), 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), as amended.

1. Auditing Standards.

Each annual audit shall be performed in accordance with:

- a. Statements issued and adopted by the Governmental Accounting Standards Board;
- b. The standards set forth for financial audits in the U.S. General Accounting Office's (GAO), Government Auditing Standards (1988), as amended;
- c. The provisions of the Federal Single Audit Act, as amended;
- d. Office of Management and Budget (OMB), 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), as amended;
- e. Florida Statutes Section 11.45, and/or any other applicable Statutes, as amended;
- f. State of Florida Department of Banking and Financial Regulations, as amended;

- g. Rules adopted by the State of Florida Auditor General for form and content of local governmental entity audits, as amended;
- h. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA), as amended;
- i. Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide, as amended; and
- j. Any other applicable Federal, State and/or local laws or regulations as amended.

2. Reports to be Issued.

Following the completion of each annual audit; the Auditor shall prepare, issue, and provide:

- a. A report on the fair presentation of the financial statements as a whole, in conformity with generally accepted accounting principles;
- b. A report on compliance with laws and regulations;
- c. A report on the internal control structure based on the Auditor's understanding of the internal control structure and assessment of control risk;
- d. As applicable, a schedule of findings and questionable costs;
- e. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Accounting Standards;
- f. A report on compliance and on internal control over compliance with laws and regulations related to major Federal and/or State financial assistance programs and any other reports required for compliance with Federal and/or State grants in the event the City receives Federal and/or State financial assistance;
- g. Fraud and Illegal Acts: The Auditors shall be required to issue an immediate written report to the City Manager and the City Commission of all fraud and illegal acts or indications of illegal acts of which they become aware; and
- h. A management letter in accordance with Section 10.554(1)(i), Rules of the Auditor General.
- i. Any additional reports as may be required by Florida Statute or other regulatory body.

The Auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with generally accepted accounting principles no later than March 15th, for the previous fiscal year ending September 30th, along with the other required reports mandated by Government Auditing Standards, the Single Audit Act, and the Auditor General of the State of Florida.

3. Report Preparation.

The Auditor will be responsible for the preparation and editing, of the Comprehensive Annual Financial Report, to include all notes, and required supplementary information (RSI). The City will be responsible for the review, printing and distribution of the Comprehensive Annual Financial Report and related notes and RSI.

4. Assistance to be provided to the Auditor.

- a. City's Finance Department Support: The City's Finance Department and responsible management personnel will be available during the audit to assist the Auditor in

providing additional information, documentation, and explanations. The Finance Director of the City, or designee, will act as coordinator for the audit.

- b. Work Area, Telephones, Photocopying and Fax Machines: The City will provide reasonable workspace, telephone access, printers, copiers, and internet access for the on-site audit staff.

C. Special Considerations.

1. The auditor will agree to immediately notify the City if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the City or any government client audited by the firm's local office.
2. The City will expect immediate compliance with any expanded scope definitions and will consider fee adjustment where significant change can be demonstrated which will materially affect what the City should have expected the auditor to accomplish at the time of fee determination
3. If the City issues debt during the contract period for which the official statement contains financial statements and the report of independent accounts, the firm shall be required to issue a "consent and citation of expertise" as auditor and any necessary "comfort letters" at a cost to be negotiated with the City.
4. The City anticipates submitting its financial statement in order to receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. It is anticipated that the Auditor will provide technical assistance and review the report for compliance with the requirements of that program prior to submission.
5. The Auditor will assist the City in complying with changes in reporting requirements to remain in conformity with generally accepted accounting principles. This may include technical assistance in preparation of new statements and footnote disclosures.

D. Working Papers Retention and Access.

All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. City of Winter Springs;
2. U.S. General Accounting Office (GAO);
3. Parties designated by the Federal or State agencies or by the City as part of an audit quality review process;
4. Auditors of entities of which the City of Winter Springs is a sub-recipient of grant funds; and
5. The Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

E. Annual Audit Timeline Requirements.

1. Time Schedule for Each Fiscal Year's Audit.

The City and Auditor will mutually agree on a time schedule to be developed for the audit of each fiscal year. The schedule shall include dates for completing each of the following steps by the auditors no later than the agreed upon date for each year of the audit. Each of the following should be completed by the Auditor no later than the dates indicated.

- a. Interim Work: The Auditor shall complete interim work no later than October 31st of the subsequent fiscal year to be audited.
- b. Detailed Audit Plans: The Auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the City no later than September 30th of each year.
- c. Fieldwork: The Audit shall commence no sooner than November 15th unless a different date is approved by the City and shall complete all fieldwork by February 15th of each year.
- d. Comprehensive Annual Financial Report draft for review by the City by March 1st.
- e. Issuance of Reports and Financial Attestation: The Auditor shall have all required reports ready for issuance by March 15th of each year.
- f. Any requested changes to the above stated dates must be provided in writing to the Finance Director at least one week prior to the scheduled due date. The Finance Director, at his/her sole discretion may accept or reject proposed changes.

2. Entrance Conferences, Progress Reporting and Exit Conferences.

There shall be an entrance conference with key City personnel no later than September 30th of each year. Progress conferences will be held with key City personnel throughout the engagement. An exit conference will be held with key City personnel, the Finance Director and/or his/her designee before the final issuance of the Comprehensive Annual Financial Report. The Auditor shall present the Comprehensive Annual Financial Report to the City Commission in March of each year.

F. Additional Consulting Services.

In addition to the regular audit requirements, the City of Winter Springs may request that the successful proposer provide additional consulting services outside the performance of the annual audit. The Auditor and the City will separately negotiate a fee for each instance that consulting services are requested.

CITY OF WINTER SPRINGS, FLORIDA | FINANCE DEPARTMENT
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708
T: (407) 327-1800 | F: (407) 324-4753 | www.winterspringsfl.org

EXHIBIT 2 - SAMPLE STANDARD AGREEMENT FOR SERVICES

See Attached Sample Agreement

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On firm Letter Head

City of Winter Springs, Florida

The following represents our understanding of the services we will provide the *City of Winter Springs*.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of *City of Winter Springs*, as of September 30, 20XX and for the year then ended and the related notes, which collectively comprise *City of Winter Springs'* basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs and state projects for the year ended September 30, 20XX. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and state projects.

Accounting principles generally accepted in the United States of America (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Supplementary Pension Schedules
3. Supplementary OPEB Schedules

Supplementary information other than RSI will accompany *City of Winter Springs'* basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining non-major fund financial statements
2. Individual non-major fund schedule.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Statistical Section
2. Introductory Section

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying

accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearing house. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit, and therefore, no such opinion will be expressed.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Winter Springs' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audits of Major Program Compliance

Our audits of *City of Winter Springs'* major federal award programs and state projects compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and the Florida Department of Financial Services, *State Projects Compliance Supplement*; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and State Projects Compliance Supplement, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and State Projects Compliance Supplement require that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs and major state projects. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement and the State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Projects Compliance Supplement.

Also, as required by the Uniform Guidance and *State Projects Compliance Supplement*, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs and major state

projects. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audits will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error,
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over federal and state awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and state projects and implementing systems designed to achieve compliance with applicable federal statutes, regulations and the terms and conditions of federal award programs and state projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the vendor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and

- c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
17. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
18. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
19. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
20. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
21. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
22. For the accuracy and completeness of all information provided;
23. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance and the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the schedule and supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding the schedule and supplementary information; (c) to include our report on the schedule and supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the schedule and supplementary information with the audited basic financial statements, or if the schedule and supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the schedule and supplementary information no later than the date of issuance by you of the schedule and supplementary information and our reports thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We will not assume management responsibilities on behalf of City of Winter Springs. However, we will provide advice and recommendations to assist management of City of Winter Springs in performing its responsibilities.

With respect to any nonattest services we perform, such as drafting financial statements and proposing adjusting journal entries to be reviewed and approved by management, the City of Winter Springs' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are considered non-audit service.

We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the

right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of City of Winter Springs' basic financial statements. Our report will be addressed to the governing body of City of Winter Springs . We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing . However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a written report on the City's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax, e-mail, or landline/cellular telecommunications, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audits in October 20XX and to issue our reports no later than March 31, 20XX.

<NAME> is the engagement partner for the audit services specified in this letter. The responsibilities of the engagement partner include supervising <FIRM's> services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will not exceed \$X for the audit of the financial statements, \$X each for the federal and state single audits, if required, and \$X for assistance with preparation of the Comprehensive Annual Financial Report, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed, the assistance that City of Winter Springs has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Whenever possible, we will attempt to use City of Winter Springs personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Commission and Mayor the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of <FIRM> and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of <FIRM's> personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the basic financial statements, compliance over major federal award programs and state projects, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

<FIRM>

RESPONSE:

This letter correctly sets forth the understanding of the City of Winter Springs.

By: _____

Title: _____

SAMPLE