



The City of Delray Beach  
100 NW 1<sup>st</sup> Street  
Delray Beach, FL 33444

**PURCHASING DEPARTMENT**

## **REQUEST FOR PROPOSALS**

**RFP NO.: 2019-043**

**Financial Auditing Services**

**DUE DATE AND TIME: SEPTEMBER 16, 2019 2:00 P.M., (LOCAL TIME)**

### **INSTRUCTIONS**

Sealed Proposals must be received on or before the due date and time (local time) at the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1<sup>st</sup> Street, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

Submission of Proposals electronically will be through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this solicitation. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic Proposal submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals may require the uploading of forms and/or attachments as designated in this solicitation. Electronic submission must include all required forms. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. Proposers submitting electronically shall also submit four (4) electronic versions of its Proposal on CDs or USB thumb drives in a usable PDF format to City Hall at 100 N.W. 1st Avenue, Delray Beach, FL 33444, with attention to the Purchasing Department.

All Proposals will be publicly opened at City Hall unless otherwise specified. Each hard copy Proposal submitted to the City shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall be a one (1) original hard copy to include a signed original solicitation Summary, 1 duplicate hard copies, and 1 electronic version of your Proposal on CDs or USB thumb drives in a usable PDF format. If the solicitation Summary is not included in the package as a hard copy, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this solicitation.

### **BROADCAST**

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) BidSync –

[www.bidsync.com](http://www.bidsync.com); (b) Purchasing webpage on the City of Delray Beach [website](#); (c) Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com); or (d) City Hall via hard copies.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not an agent or representative of the City. Communications to independent entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy solicitation documents, the terms and conditions of the hard copy documents will prevail.

#### **CONTACT**

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Department at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Requests for clarification and additional information must be received by the Deadline for Submission of Questions on September 9, 2019.



The City of Delray Beach  
100 NW 1st Street  
Delray Beach, FL 33444  
**LEGAL ADVERTISEMENT**

REQUEST FOR PROPOSALS NO. 2019-043  
FINANCIAL AUDITING SERVICES

The City of Delray Beach is seeking Proposals from qualified firms for Financial Auditing Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning August 28, 2019 on the Purchasing Department webpage of the City of Delray Beach website at [http://www.mydelraybeach.com/business/purchasing\\_department.php](http://www.mydelraybeach.com/business/purchasing_department.php) or by contacting the City Purchasing Department at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) or by phone at 561-243-7129.

Sealed Proposal packages must be clearly marked "RFP2019-043, "Financial Auditing Services" and delivered to the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444. **The deadline for submission of Proposals is September 16, 2019, at 2:00 p.m. local time.** At that time, the Proposals will be publicly opened and the names of Proposers read aloud at City Hall. **Late Proposals will not be accepted and will be returned to the sender.**

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com).

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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**SECTION 1**  
**PROJECT OVERVIEW**

- 1.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Financial Auditing Services.
- 1.2 The City desires to contract with an independent certified public accounting firm to provide external independent auditing services to the City for a period of six (6) years beginning with an audit of the basic financial statements of the City for the fiscal year ending September 30, 2019.
- 1.3 The City intends to award a contract(s) for six (6) years with the option to renew for two (2) additional two (2) years, at the City's sole discretion.
- 1.4 The Method of Award for this solicitation will be to the Proposer(s) with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement. The City reserves the right to award a single contract for all audits (city, police and fire) or multiple contracts (one contract for city and one contract for police and fire), whichever is in the City's best interest.
- 1.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	August 28, 2019
b.	Institute Cone of Silence	August 28, 2019
c.	Non-Mandatory/Non-Mandatory Pre-proposal Conference	n/a
d.	Deadline for Delivery of Questions	September 9, 2019
e.	Due Date and Time (for delivery of Proposals)	September 16, 2019 by 2:00 p.m., ET
f.	Phase 1 Evaluation	TBD
g.	Proposal Evaluations	TBD
h.	Interviews (if conducted)	TBD
i.	Final Evaluations	TBD

**2.5 MEETING LOCATIONS**

- City Hall Conference Room - located at 100 N.W. 1<sup>st</sup> Avenue, first floor, Delray Beach, FL.

END OF SECTION 1

## SECTION 2 GENERAL TERMS AND CONDITIONS

### 2.1 DEFINITIONS

- a. Proposal: any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: person or firm submitting a response to this Request for Proposal.
- c. solicitation or Request for Proposal: this solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. Purchasing Department: Purchasing Department of the City of Delray Beach, Florida.
- i. Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

### 2.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City solicitations, the City's professional staff, and the City Commission members.

### 2.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those

made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 2.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

### 2.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

### 2.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

### 2.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

### 2.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly

authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

2.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.

2.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

2.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

2.12 AWARD OF CONTRACT

- i. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- ii. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- iii. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- iv. The City will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- v. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- vi. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

2.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

2.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

2.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

2.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

2.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

2.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

c. The City's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the City. The Purchasing Director may recommend to the City Manager to render moot any written protest that is overtaken by events, in which case the City Manager may abate or dismiss such protest. Within seven (7) days (excluding Saturdays, Sundays and legal holidays) of receipt of the formal written protest, the Purchasing Director and the City Attorney shall attempt to settle or resolve the dispute, with or without a hearing at the City Attorney's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Purchasing Director and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.

2.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

2.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

2.21 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

2.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

2.23 SHIPPING TERMS

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

2.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

2.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands,



suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

2.26 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

2.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

2.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the

notice of termination. The City shall be the sole judge of "reasonable costs."

2.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer

2.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

2.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

- 2.33 PRE-AWARD INSPECTION  
The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.
- 2.34 PROPRIETARY/CONFIDENTIAL INFORMATION  
Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.
- 2.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:
- a. Use of information only for performing services required by the contract or as required by law;
  - b. Use of appropriate safeguards to prevent non-permitted disclosures;
  - c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
  - d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
  - e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
  - g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
  - h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.
- PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.
- 2.36 ADDITIONAL FEES AND SURCHARGES  
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.
- 2.37 COMPLIANCE WITH FEDERAL STANDARDS  
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
- 2.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING  
If the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.
- 2.39 BINDING EFFECT  
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- 2.40 SEVERABILITY  
In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

- 2.41 **GOVERNING LAW AND VENUE**  
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- 2.42 **ATTORNEY'S FEES**  
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 2.43 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**  
The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.  
During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.  
  
The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.
- 2.44 **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**  
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.
- 2.45 **CRIMINAL HISTORY BACKGROUND CHECKS**  
Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.
- 2.46 **LABOR, MATERIALS, AND EQUIPMENT**  
Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.
- 2.47 **MINIMUM WAGE REQUIREMENTS**  
The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.
- 2.48 **PACKING SLIP AND DELIVERY TICKET**  
A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.
- 2.49 **PURCHASE OF OTHER ITEMS**  
The City reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.
- 2.50 **PUBLIC RECORDS**  
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.  
  
The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at

Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

**2.51 CONFLICTS OF INTEREST**

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds for further disqualification from participating in any future solicitations with the City.

**2.56 CORRECTING DEFECTS**

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

**2.52 PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

**2.57 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

**2.53 OTHER GOVERNMENTAL AGENCIES**

If a Proposer is successfully awarded a contract as a result of this solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

**2.58 OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**2.54 COMPLETION OF WORK AND DELIVERY**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

**2.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

**2.55 FAILURE TO DELIVER OR COMPLETE WORK**

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit

**2.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and

emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

2.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

2.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

2.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

2.64 FORCE MAJEURE

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

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

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

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

2.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

2.66 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 2

### **SECTION 3 SPECIAL TERMS AND CONDITIONS**

#### **3.1 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms who can perform independent financial auditing services to the City.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

#### **3.2 ELIGIBILITY**

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as a certified public accounting firm duly licenses under Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy, to a municipality, quasi-governmental organization, or a private organization.

#### **3.3 LIMITATIONS**

The following limitations are applicable to this solicitation:

- a. Subcontractors or sub-consultants are not allowed to be utilized under the Agreement resultant from this solicitation; and
- b. Stand-alone urgent care operators are not allowed to be utilized under the Agreement resultant from this solicitation.

#### **3.4 RECORDS, ACCOUNTS, AND STATEMENTS**

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow, a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

#### **3.5 GENERAL STANDARDS**

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

#### **3.6 DEFAULT**

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:

- i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
  - ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
  - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

### 3.7 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The selected Proposer shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**  
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.

b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

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

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

d. PROFESSIONAL LIABILITY

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

3.8 PERFORMANCE BOND/LETTER OF CREDIT  
Intentionally Omitted

3.9 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Bidder to perform the services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

3.10 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.



The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

3.11 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this Contract. The selected Proposer must perform the work with its own staff. During the performance of the Contract, the City may occasionally allow the selected Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

3.12 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

3.13 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

3.14 FUTURE PLANS

Intentionally Omitted

END OF SECTION 3

## **SECTION 4**

### **SCOPE OF SERVICES**

#### **PART A - PURPOSE AND GENERAL INFORMATION**

##### **4.1 PURPOSE**

The City of Delray Beach (City) is soliciting proposals from qualified firms to perform independent financial auditing services to the City, including the Police Officers' Retirement System and Firefighters' Retirement System. The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles in the United States.

##### **4.2 SCOPE OF WORK TO BE PERFORMED**

The City of Delray Beach expects the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States.

The scope of a "financial audit" shall include:

- a. An examination of financial statements to determine whether they are presented fairly, in all material respects, in conformity with generally accepted accounting principles;
- b. An examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements;
- c. An examination of any additional financial information necessary to comply with generally accepted accounting principles

The auditor is required to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory section and the statistical section of the Comprehensive Annual Financial Report (CAFR).

The auditor will be responsible for the preparation of all financial statements including related notes and required supplemental financial information. The City will prepare and forward to the auditor the Management Discussion and Analysis (MD&A), transmittal letter and statistical section. The auditor will produce and publish the CAFR.

The auditor will also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

Currently, the City's Police Officers' and Firefighters' Retirement Systems (Plans) are audited separately and provide separate pricing for the auditing services. The auditor will also be:

- a) Perform an independent annual audit of both Plans in accordance with the requirements of the Florida Statutes, GASB, and other applicable regulatory agencies, including Required Supplementary information;
- b) Assist with the preparation of the Plans Annual Report required by the Florida Statutes;
- c) Reconcile the asset split of Legacy System between Police Officers' Retirement System and Firefighters' Retirement System;
- d) Coordinate with other service providers regarding other annual plan reports and necessary governmental filings;
- e) Provide consulting services on plan and tax matters;
- f) Attend at least one meeting per year to present the audit;
- g) Complete enclosed Sworn Statement under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes and return with proposal;
- h) All other duties, as required or requested by the plans Board of Trustees.

#### 4.3 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

- Section 218.39, Florida Statutes, and any other applicable Florida Statutes.
- Rules of the Auditor General for the State of Florida, Chapter 10.550 and other rules as applicable.
- Audits of State and Local Government Units issued by the American Institute of Certified Public Accountants.
- Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, issued by the U.S. Office of Management and Budget (OMB).
- Federal Single Audit Act of 1984.
- Federal Single Audit Act Amendments of 1996.
- U.S. Office of Management and Budget (OMB) Super Circular (as amended).
- Florida Single Audit Act (Section 215.97, Florida Statutes).
- Statements on Auditing Standards (GAAS).
- Government Auditing Standards issued by the Comptroller General of the United States.
- Any other applicable Federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.

- Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the city in future fiscal years. Proposed fees must incorporate all required audit procedures, relative to all regulations in effect, and issued, as of the date of the closing of this RFP, to include all Governmental Accounting Standards Board (GASB)s issued to date.

#### 4.4 REPORTS TO BE ISSUED

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

- a. A report on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States.
- b. A report on internal control over Financial Reporting and on Compliance and Other Matters based on the Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- c. A report on compliance with applicable laws and regulations, as required by *Government Auditing Standards*.
- d. A report on Compliance Pursuant to Section 218.415 Florida Statutes.
- e. A Management Letter required in Accordance with the Rules of the Auditor General of the State of Florida.
- f. Reports required by the Single Audit Act of 1984, as amended, and the Florida Single Audit Act to include:
  - An "in-relation-to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
  - A single audit report on the internal control structure used in administering Federal awards programs and State financial assistance projects.
  - A single audit report on compliance with laws and regulations related to major Federal awards programs and State financial assistance projects. This report should include an opinion on compliance with specific requirements applicable to major Federal awards programs and State financial assistance projects.
  - As applicable, a Schedule of Findings and Questioned Costs.
  - A Management Letter in Accordance with the Rules of the Auditor General of the State of Florida.
- g. Other required disclosures required by relevant Rules of the Auditor General and any other governing authority.

- h. **COMPREHENSIVE ANNUAL FINANCIAL STATEMENT (CAFR).** The City desires the auditor to publish the CAFR using the City's format and provide twenty (20) bound copies for distribution and a .pdf file that can be used for electronic submission as well as an "unlocked" file for the Auditor General.

Separate financial statements for the Police Officers' and Firefighters' Retirement Systems (Plans), which comprise the statement of fiduciary net position and the related statement of changes in fiduciary net position for the year then ended, and the related notes to the financial statements in accordance with the Florida Statutes, GASB, and other applicable regulatory agencies, including Required Supplementary Information to the financial statements. In addition, the auditor must provide for each Plan an independent's auditor report on Internal Control Over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards.

#### 4.5 SPECIAL CONSIDERATIONS

The City of Delray Beach will send its CAFR to the Government Finance Officers Association of the United States and Canada for meritorious review in their Certificate of Achievement for Excellence in Financial Reporting program.

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

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions and other matters discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

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

Irregularities and Illegal Acts – auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Finance Director and the City Manager.

Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

During the contract period the City may prepare one or more official statements in connection with the sale of debt securities that will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and /or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

#### 4.6 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for a minimum period of three (3) years after completion of any work provided herein, unless the firm is notified in writing by the City of Delray Beach of the need to extend the retention period. City management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the Finance Director of the request, as appropriate.

#### 4.7 ADDITIONAL SERVICES

If, during the contractual period, additional auditing or accounting services are needed, the proposer may be engaged to perform these services. The proposer shall, upon receipt of a written request from the City, perform such additional services. Such services, if offered by the proposer, may include, but not be limited to:

- Management advisory services
- Arbitrage calculations
- Extended audit services or special audits
- Assistance in the preparation of any Official Statements required by Bond Counsel

All additional work will be documented by engagement memoranda to be approved by the City in accordance with the procurement policies of the City. The proposer will be compensated in accordance with fees established as a result of this RFP. The total amount for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates of the awarded contract. In addition, the audit firm will be responsible for ensuring that any additional services provided would not impair the firm's independence as prescribed in Amendment 3 to *Government Auditing Standards*.

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## PART B - DESCRIPTION OF THE CITY

### 4.8 BACKGROUND

The City of Delray Beach serves an area of approximately 16.5 square miles with a population of approximately 69,300. The City provides services to its citizens in many areas such as law enforcement, emergency medical services, fire control, water and sewer, municipal golf courses, city marina and various park sites and recreational services. The City was incorporated in 1927 and has operated under a Commission-Manager form of government (the City employs some 832 full time and 106 part-time employees; had total assets of almost \$305 million and revenues of \$206 million for the fiscal year ended September 30, 2018).

### 4.9 BUDGETARY BASIS OF ACCOUNTING

The budget of the General Fund is prepared on the modified accrual basis except that encumbrances are budgeted as the equivalent of expenditures as opposed to a reservation of fund balance. As a result, the General Fund revenue, expenditures and operating transfers reported in the budget and actual statement differ from the amounts reported on the GAAP basis. None of the other budgeted funds have any differences between the GAAP basis and the budgetary basis.

### 4.10 FUND STRUCTURE

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

FUND TYPE / ACCOUNT GROUP	NUMBER OF INDIVIDUAL FUNDS
General Fund	1
Special Revenue Funds	7
Debt Service Funds	2
Capital Projects Funds	4
Enterprise Funds	7
Internal Service Funds	2
Pension Trust Funds	3

The City of Delray Beach's General Fund Operating Revenue for Fiscal Year 2018 is approximately \$124 million. Current tax millage rate is 6.9719, operating rate is 6.7611 mills and debt service is 0.2108 mills.

The City has a Finance staff of six (6) who will be committed to the audit and the timely completion of the Comprehensive Annual Financial Report (CAFR).

More detailed information on the government and its finances can be found in budget documents, official statements, annual financial reports, and administrative policies and procedures manuals.

### 4.11 COMPUTER SYSTEM

The City is currently utilizing Tyler New World Systems (NWS) and Central Square financial software in an AS400 environment.

### 4.12 FEDERAL AND STATE FINANCIAL ASSISTANCE

During the initial fiscal year to be audited, the City of Delray Beach will receive financial assistance including, but not limited to, the following federal agencies:

<b>FEDERAL ASSISTANCE</b>	<b>CFDA NUMBER</b>
U.S. Department of Housing and Urban Development <ul style="list-style-type: none"> <li>Community Development Block Grants/Entitlement Grants</li> </ul>	14.218
U.S. Department of Justice <ul style="list-style-type: none"> <li>Bureau of Justice Assistance</li> <li>Bulletproof Vest Partnership Program</li> </ul>	16.607
U.S. Department of Transportation <ul style="list-style-type: none"> <li>Pass-through Award from the State of Florida Dept. of Transp. Highway Planning and Construction</li> <li>State and Community Highway Safety Program</li> <li>National Priority Safety Programs</li> </ul>	20.205 20.600 20.616
U.S. Department of Homeland Security <ul style="list-style-type: none"> <li>Pass-through Award from Florida Division of Emergency Mgmt. Disaster Grants – Public Assistance</li> <li>Homeland Security Grant Program</li> </ul>	97.036 97.067

#### 4.13 EMPLOYEE RETIREMENT PLANS

The City of Delray Beach contributes to three (3) single-employer pension plans covering all full-time City employees. City Ordinance establishes the benefit provisions and all other requirements. The pension funds have two (2) in-house pension administrators, and the investments of the funds are administered, managed and operated by its respective Board of Trustees.

	<b>General Employees' Pension Fund</b>	<b>Police Officers' Retirement System</b>	<b>Firefighters' Retirement System</b>	<b>Total</b>
<b>Participant data as of October 1, 2018 most recent actuarial valuation:</b>				
Retirees and beneficiaries receiving benefits	350	141	134	625
Terminated vested employees	78	7	0	85
Active members	378	146	139	663

The Delray Beach Firefighters' Retirement System and Delray Beach Police Officers' Retirement System (Plans) are newly created governmental sector pension funds. The Plans were created in 2016 from the long existing Delray Beach Police and Firefighters' Retirement System ("Legacy System"). The division of the Systems was effective in Ordinance on October 5, 2016, but implemented as of June 1, 2017. All prior year's audits and actuarial reports were for the combined Legacy System. This is the third year that audits (and valuations) will be performed for the divided plans.



The Delray Beach Firefighters' Retirement System is a pension fund which provides for retirement benefits for Firefighters employed by the City of Delray Beach. This plan operates consistent with Florida Statutes §175 in order to receive the benefit of the excise tax distributions provided for in that Chapter. The Plan has approximately \$104,933,776 in assets as of September 30, 2018.

The Delray Beach Police Officers' Retirement System is a pension fund which provides for retirement benefits for Police Officers employed by the City of Delray Beach. This plan operates consistent with Florida Statutes §185 in order to receive the benefit of the excise tax distributions provided for in that Chapter. The Plan has approximately \$94,710,894 in assets as of September 30, 2018.

Each System consists of five (5) trustees – two (2) are elected from the active police officers or firefighters employed by the City, two (2) are appointed by the City Commission, and one (1) member is selected by the other four (4). The Systems are governmental plans and subject to the operation of Florida's open meetings and public records laws.

#### 4.14 COMPONENT UNIT

For financial reporting purposes, the City of Delray Beach is in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards. Using these criteria, component units are included in the City of Delray Beach's financial statements. The management of the City of Delray Beach has identified the Downtown Development Agency (DDA) for inclusion in the City's financial statements as a discretely presented component units. The Community Redevelopment Agency (CRA) is accounted for as a blended component unit of the City. The CRA and DDA have a September 30 year-end and maintain a set of books and records independent of the set of books and records maintained by the City of Delray Beach. The DDA is responsible for the issuance of audited financial statements and is discretely presented into the City of Delray Beach's financial statements.

The CRA is responsible for the issuance of audited financial statements and is presented as a major fund in the governmental fund of the City of Delray Beach's financial statements.

**Joint Venture** – The South Central Regional Wastewater Treatment and Disposal Board is reported as a joint venture accounted for using the equity method. The Board is an independent special district created by the Cities of Delray Beach and Boynton Beach.

The audit of the CRA's, DDA's and Joint Ventures financial statements are not within the scope of services covered by this RFP.

#### 4.15 MAGNITUDE OF FINANCE OPERATIONS

Laura Thezine, Acting Finance Director, heads the Finance Department. The department includes the financial reporting, payroll, accounts payable, treasury, pension and utility billing, emergency medical services billing, risk management with 39 full time employees. The personnel breakdown for the department is:

<b>POSITION</b>	<b>NUMBER OF EMPLOYEES</b>
Director of Finance	1
Assistant Finance Director	1
Chief Accounting Officer	1
Accounting Manager	1
Accountant	4
Administrative Assistant	1
Pension Administrator	2
Payroll Administrator	1
Accounts Payable Specialist	2
Budget Manager	1
Treasurer	1
Treasury Staff	2
EMS Billing Staff	3
Risk Management Staff	3
Utility Billing Staff	15
<b>TOTAL POSITIONS:</b>	<b>39</b>

#### 4.16 AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS

Interested proposers who wish to review prior years' Comprehensive Annual Financial Reports (CAFR) and management letters should contact the Purchasing Agent of Record as defined herein. The CAFR is also available online via the City website at [www.mydelraybeach.com](http://www.mydelraybeach.com) under the "Finance" link. The Police and Fire Plans reports are available online via the City website under the Finance / Pension Administration link.

#### 4.17 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

Finance staff will be available during the audit to assist the firm by providing information, documentation and explanations. In addition, the following will be performed:

1. Preparation of the confirmations and lead schedules.
2. Assistance in providing paid invoices, cancelled checks and other supporting documentation as requested by the firm.
3. Year-end closing of the books of account and preparation of necessary adjusting journal entries.
4. Preparation of schedules and related materials as requested by the firm.

5. Preparation of the annual local government financial report submitted to the Florida Department of Banking and Finance.

#### 4.18 ADDITIONAL INFORMATION

If it should become necessary for the City to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the City and the firm. Any such additional work agreed to between the City and the firm must be performed at the same rates set forth in the schedule of fees and expenses included in the Cost Proposal Sheets of this RFP.

1. Fee is inclusive of all Federal and Florida Single Audits and should be presented by year.
2. In prior years, the City has closed its books at the end of December or the beginning of January. Generally, the external auditors arrived the first full week of February, with the first few days being used to complete interim testing. Approximate length of stay would be 4 to 5 weeks.

END OF SECTION 4

## **SECTION 5 RESPONSE REQUIREMENTS**

### **5.1 SUBMITTAL REQUIREMENTS**

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### **5.2 REQUIRED INFORMATION**

In addition to the information required in Section 5, Scope of Services, Proposers must submit the following information with their Proposals:

#### **a. SUBMITTAL FORMAT**

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

#### **b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:**

##### **TAB 1 – INTRODUCTION**

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Provide an affirmative statement that it is independent of the City of Delray Beach as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

In addition, list and describe the firm's professional relationships involving the City of Delray Beach for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm must give the City of Delray Beach written notice of any professional relationships entered into during the period of this agreement.

Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

##### **TAB 2 – TABLE OF CONTENTS**

Include a clear identification of the material included in the Proposal by page number.

### TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

- B. Proposer is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida. Proposer must provide copies of all applicable licenses with their response. Licensure requirements: **State of Florida Certified Public Accountant (CPA)**
- C. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**Provide an executed copy of the Scrutinized Company Certification form included in this solicitation.**

- D. Proposer has no reported conflict of interests in relation to this solicitation.

**Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

### TAB 4 – FIRM QUALIFICATIONS AND EXPERIENCE

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation). If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- C. Provide information on the results of any federal or state desk review or field review of its audits during the past three (3) years. Provide information on the results of any professional peer reviews during the last three (3) years. In addition, the firm should provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- D. Describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current of pending litigation.

- E. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- F. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
  - Address
  - City, State, Zip
  - Phone
- G. Contact information for Proposer's primary and secondary representative during this solicitation process.
  - Name
  - Phone
  - E-mail
  - Mailing Address
  - City, State, Zip
- H. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- I. Provide the names of the persons who are officers or principals of the company.

**TAB 5 – PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE**

- A. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Florida.
- B. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
- C. Provide the total number of employees of the firm, and describe the qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Delray Beach. However, in either case, the City of Delray Beach retains the right to approve or reject replacements. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Delray Beach, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

- D. Provide Proposer's years of experience in financial auditing services.
- E. Describe how long your firm has been providing the types of auditing for Police Officers' and Firefighters' Retirement Systems, specifically to municipal government entities in Florida.
- F. In general terms, describe 1) How many of your current public retirement systems clients are local government entities and, (2) What are the total pension assets of those local municipalities that the proposer's firm has under direct financial management?
- G. Provide a list of public or private sector retirement systems for which the individual who would be assigned to the contract currently provides auditing services, including system name. Also provide the address, telephone number, name and title of person(s) who may be contacted for reference.
- H. Identify and include information regarding experience and qualifications of Proposer's staff to be assigned to the Project. Include their names, certifications and/or licenses, and services the individuals will provide to the City.
- I. Identify any sub-contractors that may be used to accomplish the work. Include the company name, the name of the individual to be assigned, their certifications and/or licenses, an overview of their experience and qualifications, and the services the subcontractor will provide to the City.
- J. Describe any significant or unique awards received or accomplishments in previous similar projects.
- K. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.

#### TAB 6 - SPECIFIC AUDIT APPROACH

- A. Provide a narrative of the proposed work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section IV of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City of Delray Beach budget, financial and other management information.
- B. Describe the proposed segmentation of the engagement.
- C. Describe the level of staff to be assigned to each proposed segment of the engagement.
- D. Specify the sample size and the extent to which statistical sampling is to be used in the engagement.
- E. Describe the use of Electronic Data Processing (EDP) software in the engagement.
- F. Describe the type and extent of analytical procedures to be used in the engagement.

- G. Describe the approach to be taken to gain and document an understanding of the City of Delray Beach's internal control structure.
- H. Describe the approach to be taken in determining laws and regulations that will be subject to audit test work.
- I. Describe the approach to be taken in drawing audit samples for purposes of tests of compliance.
- J. Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Delray Beach.

#### TAB 7 - IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Delray Beach.

#### TAB 8 - SIMILAR PROJECTS COMPLETED

- a. Provide a list of up to five similar projects which Proposer has successfully completed within the past five years. At least one must be a municipality that has adopted GASBs 34, 67, 68, 74, and 75 and at least two must be municipalities that have earned the GFOA Certificate of Achievement for Excellence in Financial Reporting. CAFRs issued in connection with those engagements must be submitted with the proposal.

Include the following information:

- a. Organization/Owner name
- b. Address (City/State)
- c. Project date (Start/End)
- d. Proposer's role in the project
- e. Scope of work (Brief description)
- f. Total project costs

#### TAB 9 – FEE PROPOSAL

Proposers should use this form for submitting its Fee Proposal. Provide a total all-inclusive maximum price per fiscal year for the proposed services outlined in Section 5 - Scope of Work. The total all-inclusive maximum price offered shall contain all direct and indirect costs including all out-of-pocket expenses.

The price offered should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. The cost of special services described below will be at quoted rates to be negotiated at the time services are requested.

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the price proposal form submitted. All



expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In additional, a statement must be included in this section stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

If it should become necessary for the City of Delray Beach to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon written agreement between the City of Delray Beach and the firm. Any such additional work agreed to between the City of Delray Beach and the firm shall be performed at the same rates set forth in the schedule of professional fees and expenses included below.

**Fee Proposal – City (excluding Police and Fire; Police and Fire fixed fee listed separately.)**

1.	TOTAL FEE FOR FISCAL YEAR 2019	\$ _____
2.	TOTAL FEE FOR FISCAL YEAR 2020	\$ _____
3.	TOTAL FEE FOR FISCAL YEAR 2021	\$ _____
4.	TOTAL FEE FOR FISCAL YEAR 2022	\$ _____
5.	TOTAL FEE FOR FISCAL YEAR 2023	\$ _____
6.	TOTAL FEE FOR FISCAL YEAR 2024	\$ _____
	<b>GRAND TOTAL FEES FOR FY 2019 THRU 2024:</b>	<b>\$ _____</b>

**Fee Proposal – Police Officer’s Retirement System audit**

1.	TOTAL FEE FOR FISCAL YEAR 2019	\$ _____
2.	TOTAL FEE FOR FISCAL YEAR 2020	\$ _____
3.	TOTAL FEE FOR FISCAL YEAR 2021	\$ _____
4.	TOTAL FEE FOR FISCAL YEAR 2022	\$ _____
5.	TOTAL FEE FOR FISCAL YEAR 2023	\$ _____
6.	TOTAL FEE FOR FISCAL YEAR 2024	\$ _____
	<b>GRAND TOTAL FEES FOR FY 2019 THRU 2024:</b>	<b>\$ _____</b>

**Fee Proposal – Firefighter’s Retirement System**

1.	TOTAL FEE FOR FISCAL YEAR 2019	\$ _____
2.	TOTAL FEE FOR FISCAL YEAR 2020	\$ _____
3.	TOTAL FEE FOR FISCAL YEAR 2021	\$ _____
4.	TOTAL FEE FOR FISCAL YEAR 2022	\$ _____
5.	TOTAL FEE FOR FISCAL YEAR 2023	\$ _____
6.	TOTAL FEE FOR FISCAL YEAR 2024	\$ _____
	<b>GRAND TOTAL FEES FOR FY 2019 THRU 2024:</b>	<b>\$ _____</b>

**Schedule of Professional Fees and Expenses (These fees shall apply to City, Police and Fire Audit Services)**

	<b>HOURS</b>	<b>STD. HOURLY RATES</b>	<b>QUOTED HOURLY RATES</b>	<b>TOTAL QUOTE</b>
<b>PARTNERS</b>		\$ _____	\$ _____	\$ _____
<b>MANAGERS</b>		\$ _____	\$ _____	\$ _____
<b>SUPERVISORY STAFF</b>		\$ _____	\$ _____	\$ _____
<b>OTHER (SPECIFY)</b>		\$ _____	\$ _____	\$ _____
<b>SUBTOTAL:</b>				\$ _____

Other Expenses: (Specify)

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**TAB 8 – ATTACHMENTS**

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 9 of this solicitation.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

## SECTION 6 THE EVALUATION PROCESS

### 6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### 6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

### 6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Experience, Technical Qualifications and Background	40
b. Audit Approach	35
c. Fee Proposal	20
d. Office Located in Palm Beach County, Florida (Firms with primary office locations in Palm Beach County, Florida will receive the maximum 5 points; all others will receive 0 points for this criterion.)	5

### 6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

#### 6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

#### 6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

#### 6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

## **SECTION 7**

### **PRICING INFORMATION**

#### **7.1 PRICING PROPOSAL**

Proposers must state the prices, fees, and rates that will be charged to the City for performing the proposed services.

The pricing information shall be clear and unambiguous to allow the City's Selection Committee/Evaluation Team to compare the prices from the different Proposers as "apples to apples". Pricing that is unclear and ambiguous may be determined by the City to be grounds for rejection of the proposal.

## SECTION 8 PROPOSAL SUBMITTALS

### 8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via paper if submitting a hard copy proposal, or via web forms available on [www.bidsync.com](http://www.bidsync.com) if submitting an electronic proposal. Web forms require Proposers to use their [www.bidsync.com](http://www.bidsync.com) password to submit, which serves as a signature from Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

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### ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



## PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

---

Street Address:

---

Mailing Address (if different from Street Address):

---

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days' net \_\_\_\_\_ days

Signature: \_\_\_\_\_  
(Signature of authorized agent)

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

Title: \_\_\_\_\_

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

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

## **Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach 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, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: [JOHNSONK@MYDELRAYBEACH.COM](mailto:JOHNSONK@MYDELRAYBEACH.COM).**

Acknowledged:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

## DRUG-FREE WORKPLACE

\_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

## NON-COLLUSION AFFIDAVIT

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

---

Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

## TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

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

Title: \_\_\_\_\_

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

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

**SECTION 9**  
**SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

**AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and - \_\_\_\_\_, a corporation (hereafter referred to as "Contractor"), whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2019-043, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2019-043 and the Contractor's response thereto, including all documentation required thereunder.

**ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Manager



ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email: GelinL@mydelraybeach.com

iii. As to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for \_\_\_\_\_ (\_\_) years as of the effective date of this Agreement, and shall expire on \_\_\_\_\_, \_\_\_\_\_.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Shelly Petrolia, City Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, Interim City Attorney

CONTRACTOR

[SEAL]

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer  
or agent), of \_\_\_\_\_ (name of corporation acknowledging), a  
\_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.  
He/She is personally known to me or has produced \_\_\_\_\_ (type  
of identification) as identification

\_\_\_\_\_  
Notary Public – State of <state>

## SECTION 10

### EXHIBITS

- 10.1 EXHIBITS
- i. Exhibit A: N/A
  - ii. Exhibit B: N/A

**SECTION 11**  
**SOLICITATION SUMMARY**

The City of Delray Beach  
100 NW 1<sup>st</sup> Street  
Delray Beach, FL 33444

PURCHASING DEPARTMENT

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE, and remove your Proposal from further evaluation and consideration for contract award.

**PROPOSAL INFORMATION**

Proposal Number: RFP No. 2019-043

Title: Financial Auditing Services

Due Date and Time: SEPTEMBER 16, 2019, 2:00 P.M., ET

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.**