

REQUEST FOR PROPOSALS

**RFP NO. 22-0601: ANNUAL FINANCIAL
AUDITING SERVICES**



May 4, 2022

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REQUEST FOR PROPOSALS

RFP NO. 22-0601: ANNUAL FINANCIAL AUDITING SERVICES

Pursuant to Section 11.45, Florida Statutes, the Auditor Selection Committee of the City of Seminole, Florida is requesting proposals from qualified firms of Certified Public Accountants to conduct an annual financial audit of City accounts and records for the City of Seminole, Florida for the fiscal years ending September 30, 2022, through 2026.

A Mandatory Pre-Proposal meeting will be held on Thursday, May 12, 2022 at 10:00 a.m. The meeting will be held in Council Chambers at City Hall, located at 9199 113th Street N., Seminole, FL 33772.

All questions regarding this Request for Proposals shall be submitted in writing via email to: abroihier@myseminole.com no later than Friday, May 20, 2022.

Proposals should be submitted by mail, hand delivery or express mail in a sealed envelope with the respondent’s name and return address. The outside of the envelope/box used for the sealed proposals should be marked as follows:

“DO NOT OPEN”
“RFP NO. 22-0601: ANNUAL FINANCIAL AUDITING SERVICES”

FIRM Name: _____
FIRM Address: _____
FIRM City, ST Zip: _____

Responses should be mailed or delivered to:

City of Seminole
Office of the City Clerk
9199 113th Street N.
Seminole, FL 33772

Proposals shall be accepted no later than the time and date specified on the REQUEST FOR PROPOSALS. All proposals received after that time shall be rejected. Offers by telegram, telephone, or transmitted by facsimile (FAX) machine will not be accepted. No proposal may be withdrawn or modified after the time fixed for the opening of the bid. The City of Seminole reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

SECTION I
SCOPE OF SERVICES

1. BACKGROUND

Pursuant to Section 11.45, Florida Statutes, the Auditor Selection Committee of the City of Seminole, Florida is requesting proposals from qualified firms of Certified Public Accountants to conduct an audit of the financial statements of the City of Seminole, Florida for a term of five (5) years beginning with the fiscal years ending September 30, 2022.

The following services are to be provided by the selected Firm assuming that the requested services include an audit of the City's financial statements pursuant to the Rules of the Auditor General, *Florida Statutes* Sections 11.45 and 218.39, and in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General, and the American Institute of Certified Professional Accountants' (AICPA) *Audit & Accounting Guide for State and Local Governments*.

(1) Conduct Financial Audit

The examination will be made in accordance with generally accepted auditing standards. The primary purpose of the examination is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist or if any other circumstances are encountered that require extended services, the auditor will promptly advise the requester. No extended services will be performed as part of the audit unless they are authorized in the contractual agreement or in an amendment to the agreement.

The auditors shall familiarize themselves with and comply with the provisions of any and all Federal, State, and City orders, statutes, ordinances, charter, bond covenants, administrative code and orders, and rules and regulations which may pertain to the work required in the engagement.

(2) Fire Service and EMS Audit

Separate reports shall be issued on the examination of management's assertion about compliance with specific allowable cost requirements pertaining to the City's agreements with Pinellas County to provide Emergency Medical Service (EMS) and Fire Service Programs as presently defined in the Fire and EMS Financial Rules for Pinellas County. These separate reports are to be presented in a format approved by the Pinellas County Fire and EMS Division.

(3) Single Audit

Based on awarded State and Federal grants, the City anticipates requiring a Single Audit for each of the next five fiscal years. A Single Audit of Federal and State grants shall be performed in accordance with the Uniform Guidance of Title 2 U.S. *Code of Federal Regulations* Part 200, the *Compliance Supplement* as issued by the U. S. Office of Management and Budget, the Florida Single Audit Act pursuant to the provisions of Section 215.97 Florida Statutes, and the rules of the Auditor General Chapter 10.550.

(4) Review of Internal Controls

An evaluation is to be made of the system of internal control to assess the extent it can be relied upon to ensure accurate information, to ensure compliance with law and regulations, and to provide for efficient and effective operations. The study of internal control should include:

(a) **Review of the System** which is primarily the process of obtaining information about the organization and the procedures prescribed and are intended to serve as the basis for tests of compliance and for evaluation of the system.

(b) **Tests of Compliance** which are made to provide reasonable assurance that the accounting control procedures are being applied as prescribed.

(5) Management Information Services

A review is to be made to compare the calculating operations of the computer with the desired results by tests of transactions. A review of controls used in the computer system to assure protection of files and prevention of processing errors and a review of the data processing operation shall be made.

(6) Reports

The City requires auditors to be responsible for the preparation of the appropriate reports in accordance with generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General.

The objective of the selected auditing firm is the expression of opinions as to whether the City's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred when considered in relation to the financial statements as a whole. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Seminole and other procedures considered necessary to enable the selected auditing firm to express such opinions.

Any adjusting journal entries identified by the auditors shall be compiled in a report and reviewed with the Finance Director or a designee. The auditors will coordinate the posting of the adjusting entries with the Finance Director to ensure accurate fiscal year ending and beginning balances.

The selected auditing firm shall issue a written report upon completion of their audit of the City of Seminole's financial statements. The report shall be addressed to the Honorable Mayor, City Council, and City Manager of the City of Seminole. If opinions are other than unmodified, the auditing firm shall discuss this during the meeting with management prior to presenting to the City Council. The report shall include a determination of compliance with the Rules of the Auditor General Section 10.556(10) and compliance with *Florida Statute 218.415* – Local Government Investment Policies.

The selected firm shall provide a written report (that does not include an opinion) on internal controls related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on

compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance.

(7) Assistance with Drafting the Financial Statements

The auditors will assist the City in the drafting of the financial statements, required supplementary information, and the notes to the financial statements suitable for inclusion in the Annual Comprehensive Financial Report. This includes a review of the year-end calculation of Pinellas County Fire Service and EMS funding to allowable expenses.

Draft financial statements shall be provided to City staff to by March 15 each year as specified in the Special Conditions section of this RFP.

The Schedules are prepared by City staff based on information provided by the auditors. Staff transmit the Schedules to the auditors for inclusion in the Annual Comprehensive Financial Report.

The auditors shall produce fifteen (15) bound copies of the Annual Comprehensive Financial Report and one electronic copy for the City to remit to the Auditor General and post on its website.

(8) Management Letter

The audit report shall include a management letter addressing the requirements of *Rules of the Auditor General*, Section 10.554(1)(i). The letter shall contain the audit findings which, among other matters, may include the following material items discovered within the scope of the audit:

- (a) Whether errors or irregularities reported in the preceding annual financial audit have been corrected.
- (b) Whether recommendations made in the preceding annual financial audit have been followed.
- (c) Recommendations to improve the City's present financial management, accounting procedures, internal controls, and increase efficiency.
- (d) Violation of the laws, rules, and regulations discovered within the scope of the financial audit which may or may not materially affect the financial statements.
- (e) Illegal or improper expenditures discovered within the scope of the financial audit which do or do not materially affect the financial statements.
- (f) Improper or inadequate accounting procedures.
- (g) Failure to properly record financial transactions.
- (h) Other inaccuracies, irregularities, shortages, and defalcations, if any, discovered by the auditor.

(9) Audit of the Firefighters' Municipal Pension Trust Fund

Foster & Foster have been retained by the Seminole Firefighters' Municipal Pension Board to serve as the Plan's administrator. An examination of financial transactions and annual reconciliation of the fund's beginning and ending balance will be made in accordance with generally accepted auditing standards. While the Pension Plan has its own auditor, the City annually independently audits this

fund as a fiduciary interest. No additional services for the Pension Trust Fund or the Pension Plan will be performed as part of this contractual agreement.

(10) Certificate of Achievement

The City requires the auditor's assistance in the preparation and final review of the Government Finance Officers Association (GFOA) Certificate of Achievement application and response to the prior year's application comments and suggestions for improvement.

(11) Additional Services

If, during the contractual period covered by the agreement, additional services such as operational audits, preparation of bond issues, or management advisory services are needed, the accounting firm may, at the option of the City, be engaged to perform these services at the rates established in the agreement.

2. GENERAL INFORMATION

Mandatory Pre-Bid Meeting & On-Site Inspection: Any Firm interested in submitting a proposal must attend a mandatory pre-proposal meeting and on-site inspection of prior years' audit reports, management letters, and budget documents. The meeting will be held on **Thursday, May 12, 2022, at 10:00 a.m.**, in the Council Chambers at Seminole City Hall, 9199 113th Street N., Seminole, FL 33772.

The auditor's principal contact with the City of Seminole will be Allison Broihier, Finance Director, or a designated representative who will coordinate the assistance to be provided by the City of Seminole to the auditor. An organizational chart (Appendix A) and a list of key personnel with the location of their principal offices (Appendix B) are attached.

The City of Seminole is one of twenty-four municipalities located in Pinellas County on Florida's West Coast. The City of Seminole, Florida, is a City Council/City Manager form of municipal government, which offers a range of services to a population of 19,364 residents. The City employs 157 Full-Time Equivalents with an annual budget of \$23.3 million (which excludes inter-fund transfers) for the Fiscal Year beginning October 1, 2021.

The City of Seminole provides the following services to its citizens:

- Fire protection and emergency medical services;
- Maintenance of streets, sidewalks, storm drainage, public parks, and public facilities;
- City planning, zoning, subdivision, building code regulation and enforcement;
- Recreation programming and special events; and
- A joint-use public library with St. Petersburg College.

More detailed information on the government and its finances can be found in the Annual Budget and the Annual Financial Report documents. These documents will be available for review online at the City's website (www.myseminole.com) in the [Budget and Financial Documents section](#).

The City's accounting system is substantially fully automated. The City's current ERP system is Incode 10, which is a Tyler Technology product. Access to the City's Wi-Fi connection and ERP will be made available to the auditors.

The City of Seminole uses a modified accrual basis of accounting for all Governmental Fund Types and Pension Trust Funds are maintained on an accrual basis. The City of Seminole uses the following fund types and account groups in its budgeting financial reporting:

Governmental Funds

General Fund

Special Revenue Funds:

Local Infrastructure Sales Tax Fund

Grants Fund

Special Events Fund

Transportation Impact Fee Fund

Tree Mitigation Fund

Capital Improvements Plan Fund

Library Fund

Fiduciary Funds (not budgeted)

Firefighters Municipal Pension Trust Fund

City Manager Pension Fund

Deferred Compensation Fund

City Retirement Fund

Finance Division personnel includes the Finance Director, Senior Accountant, Payroll Specialist, and Accounts Payable Technician, who provide core functions of budget development and management, Long-range financial planning, investments, accounts payable and receivable, payroll, and purchasing. The City has no internal audit function.

Operating and capital budgets for funds (the City budgets only governmental funds) are recorded in the ERP system. Additionally, budget amendments and transfers are documented and recorded in the system.

The City of Seminole has been awarded the Certificate of Achievement for Excellence in Financial Reporting consecutively for the past 22 years and anticipates applying for this award in future years.

3. QUALIFICATIONS

Submittals will only be considered from service providers that comply with the following:

- Authorization and Licenses.
 1. Proposers must submit an affirmation that they meet the Government Auditing Standards independence requirements as published by the U.S. General Accounting Office.
 2. Firms must be authorized to do business in the State of Florida and must be a Certified Public Accounting Firm duly licensed by, and in good standing with, the State of Florida.
 3. The Government Auditing Standards require the Certified Public Accountant in charge of the audit to have completed, within the immediately preceding two (2) years, at least twenty-four (24) hours of continuing professional education that directly relate to government auditing and that will enhance the professional proficiency of the auditor to perform audits or attestation engagements.
- Experience. Proposers must have experience in providing services for governmental organizations. Proposers shall have a minimum of five (5) years of providing audit services

to municipalities in Florida of similar complexity and size as the City. Proposers not able to list two current Municipal references may be disqualified from consideration.

- Location. Proposers should have a field office in the Tampa–St. Petersburg–Clearwater or North Port-Sarasota-Bradenton Metropolitan Statistical Areas.

4. INSTRUCTIONS FOR PROPOSALS

Warning: Firms must attend the mandatory Pre-Bid Meeting on May 12, 2022, to be eligible to submit Proposals.

One original and one copy of the Proposal must be submitted. In addition, an electronic version of the Proposal is to be submitted on a USB storage device (flash or thumb drive).

Required Information and Format

Maximum 30 pages for Items I - VII, suggested page lengths included below.

I. Title Page (1 page): Proposal Name, Date, Legal Name of Proposer, Local Address, Telephone Number, Contact Person

II. Table of Contents (1 page): Clear identification of materials by section and page number

III. Compliance Information (2 pages):

Firms must include/provide the following information/documentation in order to meet the minimum qualifications to warrant consideration.

- Legal name of entity and firm’s federal taxpayer identification number.
- State number of years in business.
- State the location, address, and telephone number of Firm’s office. Submit the names of owners, officers, and principals in management.
- Affirmation that they meet the Government Auditing Standards independence requirements as published by the U.S. General Accounting Office.
- Certification of registration from the Florida Secretary of State showing Firm is in good standing and authorized to do business in Florida. Firms must be properly registered.

IV. Company Overview (2 pages): Provide a brief description of the firm, similar past work during the last 5 years, firm’s size, structure, available staffing, and any additional related information.

- State whether the firm is local, regional, or national.
- State the location of the office from which the work is to be done and the number of partners, managers, supervisor seniors, and other professional staff employed at that office.
- Describe the range of activities performed by the local office such as audit, accounting, tax service, or management services.
- Describe the local office’s management and/or computer assistance capability including the numbers and classifications of personnel skilled in online computer auditing.
- Disclose and explain if your firm has been subject to any disciplinary actions during the past three years.
- Disclose and explain if your firm has been dismissed from any engagements with other governmental entities; its contract terminated or where the

governmental entity refused to exercise the right to renew the firm's contract. Indicate the date and name and telephone number of the principal contact.

V. Project Team (12 pages): Identify the current partners, managers, and supervisors who will work on the audit including staff from other than the local office, if necessary, for this audit. Provide resumes including:

- Formal education;
- Supplemental education relative to governmental accounting and auditing;
- Experience in accounting in general;
- Experience in private business or government (list engagements);
- Experience in auditing government units (list engagements);
- Experience in computerized accounting systems used by governments;
- Membership in various National and State governmental accounting boards, committees, or associations (past or present); and
- Professional recognition such as certified public accounting licenses, awards, etc.

Describe your firm's current partners, managers, and supervisors' experience in:

- Preparing governmental financial statements in conformance with the Codification of Governmental Accounting and Financial Reporting Standards Board Pronouncements and Interpretations;
- Assisting clients in obtaining and maintaining the Certificate of Achievement for Excellence in Financial Reporting;
- Preparing the single audit for audits of Federal and State Grants; and
- Reviews, specifically for governmental audits at both the local and national levels.

VI. References (2 pages): Describe your firm's current partners, managers, and supervisors' local governmental audit experience within the State of Florida and give the names and telephone numbers of client officials. Other experience with non-similar governmental units may be included only as ancillary information.

VII. Audit Approach (10 pages): A general description of the techniques, approaches, and methods to be used in providing these services as described in the "Scope of Services."

- Describe the overall approach the firm will take in this audit engagement including the extent to which statistical sampling techniques will be utilized.
- Describe the approach that will be used to review the adequacy of the City's system of internal controls.
- Describe the approach that will be used in testing for legal and regulatory compliance.
- Describe the use of auditing software in the engagement.
- Describe the extent of analytical procedures to be employed.
- Explain the approach proposed for gaining and documenting an understanding of the government's internal controls.
- Explain the approach to be taken in determining laws and regulations that will be subject to audit test work.
- Address how the audit will be conducted in accordance with the scope outlined in Section II of the RFP document.

- Describe the method and work plan for auditing pending GASB pronouncements in the initial contract year and/or subsequent years. The City usually implements GASB pronouncements by the required year and not earlier.
- Describe the assistance that will be provided in meeting the requirements for the Government Finance Officers Association’s Certificate of Achievement for Excellence in Financial Reporting. The City has received the award for the last 23 years, including for fiscal year ending 9/30/2020.

VIII. Fee Proposal. *Not counted towards page maximum.* Use included Excel file “Exhibit A.” Disclose the fee proposal for each of the five (5) years. Certain years may not require a single audit; therefore, the fee proposal must reflect fees both with and without a single audit for each of the five (5) years. The fee proposal shall also include an hourly rate for additional services.

IX. Quality Control Review. *Not counted towards page maximum.* Submit the firm’s most recent external quality control review, letters of comments, and a statement as to whether the review included a review of specific government engagements.

X. Required Forms. *Not counted towards page maximum.*

- Proposal Sheet
- Statement of Public Entity Crimes
- Drug-Free Workplace Certification
- General Terms & Conditions Acknowledgement
- General Conditions Assent

5. EVALUATION CRITERIA & SELECTION PROCESS

The City of Seminole’s Auditor Selection Committee consists of the seven-member Seminole City Council.

- May 12, 2022 10:00 a.m.** Mandatory Pre-Proposal Meeting, Council Chambers, City Hall, 9199 113th Street N., Seminole, FL 33772
- June 1, 2022, 11:00 a.m.** Proposals due to the City of Seminole
- June 14, 2022, 6:00 p.m.** Evaluation and Ranking of Proposals.
- June 28, 2022, 6:00 p.m.** Presentations from shortlisted Firms.

Proposals will be distributed to the Auditor Selection Committee in advance of the June 14, 2022, meeting. Ranking of the proposals based on, but not limited to, the following criteria:

- Qualifications and Experience – 25%;
- Technical Ability of Personnel – 25%;
- Ability to Furnish Required Services - 25%; and
- Cost - 25%.

The Auditor Selection Committee shall select the three (3) highest-ranked Firms to move forward for presentations on June 28, 2022. Pursuant to F.S. 218.391, if fewer than three Firms respond to the Request for Proposal, the committee shall recommend such firms as it deems to be the most highly qualified for presentation.

All Proposers should be available for in-person presentations to the Auditor Selection Committee beginning at 6:30 p.m. Tuesday, June 28, 2022. Each shortlisted Firm will give a presentation to the Auditor Selection Committee. Presentations are not anticipated to last longer than 30 minutes per firm. The City may, at its discretion, provide an agenda or outline of the presentation format in advance.

In addition to the criteria used in the initial evaluation, Firms will also be evaluated on the following during their Presentations:

1. Content
2. Organization
3. Delivery
4. Overall Impression

Upon completion of presentations, the Auditor Selection Committee will rank shortlisted Firms based on information provided during the presentation. The Auditor Selection Committee shall vote to finalize the rankings.

At its regular meeting on July 12, 2022, the Seminole City Council will authorize the City Manager to begin negotiations for Annual Financial Auditing Services. The City shall commence contract negotiations beginning with the top-ranked Firm first. If the agreement is not reached with the top-ranked Firm, the City will terminate negotiations and proceed to the next highest-ranked Firm in descending order until an Agreement has been reached. The agreement will then be presented to City Council for approval at a subsequent meeting.

6. SPECIAL CONDITIONS

Assistance Provided by the City

- The Finance Department staff and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation, and explanations.
- City of Seminole staff will be available to provide systems documentation and explanations.
- The City staff will be responsible for the preparation of the MD&A and statistical section.
- Schedules for the Statistical Section will be prepared by City of Seminole staff and distributed to the auditor for inclusion in the Annual Comprehensive Financial Report (with the exception of Schedule 1, 3, and 4 to be prepared by auditor as noted in the Scope of Work).
- The City will provide the auditor with a reasonable workspace, access to a telephone line, and internet access.
- The City will electronically submit the State of Florida Annual Local Government Financial Report.
- The City reserves the right to approve, reject or request rotation of staff assigned to the City's audit.

Timeline and Schedule

An initial conference shall be held between the City of Seminole's key personnel upon execution of the contract. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit, to plan for workspace and other needs of the auditor. The City of Seminole will have all necessary Finance personnel available to meet with the firm's personnel upon execution of the contract.

On an annual basis:

- Interim Work shall be completed by the auditor no later than December 1 each year, or as agreed upon between the City and the auditor in writing.
- Detailed Annual Audit Plan shall be completed no later than December 1 each year. The auditor shall work with Finance staff during development and shall include a list of schedules to be completed by Finance staff prior to the beginning of fieldwork.
- Fieldwork shall commence no later than January 31 each year, or as agreed upon between the City and the auditor in writing
- The auditor shall prepare all required draft financial statements with accompanying notes and disclosures, MD&A, and statistical section with the audit reports and recommendations to management no later than March 15 each year, or as agreed upon between the City and the auditor in writing.
- The auditor shall prepare, edit, and print the final Annual Comprehensive Financial Report with assistance from the City personnel. The auditor shall deliver to the City the electronic file of the Annual Comprehensive Financial Report no later than the third Tuesday of March each year, or as agreed upon between the City and the auditor in writing.
- The auditor shall prepare, print, and distribute five (5) copies of each of the Fire Services Agreement audit and EMS First Responder Agreement audits. These separate reports are to be presented in a format approved by the Pinellas County Fire and EMS Division.
- The auditor shall present the Annual Comprehensive Financial Report to the City Council at a regularly scheduled meeting and deliver ten (10) bound hard copies to the City no later than the fourth Tuesday of March each year, or as agreed upon between the City and the auditor in writing.
- For fiscal years ending September 30, 2023 through September 30, 2026, the schedules will be as agreed upon by mutual written agreement of the City and the auditor.
- Notwithstanding the above, throughout the entire term of the agreement, the auditor shall provide all necessary reports so that the City may submit the final Annual Comprehensive Financial Report to the Government Finance Officers Association no later than March 31 each year.

Audit Meetings

After completion of interim and before final fieldwork:

- Discuss steps taken by the Finance Department to address findings from prior year's audit.
- Discuss effect of any regulatory changes or new statements of the Governmental Accounting Standard Board that will require implementation by the City.
- Review of Audit Plan.
- Discuss how plan is progressing.
- Discuss any risks or exposures that have been identified.
- Discuss any issues that may have arisen during the audit.

Upon Completion of final report, the following will be reviewed and discussed with the City Manager and Finance Director:

- Audit findings;
- Audit letters;
- Adequacy of City's internal controls; and
- City management's responses to findings.

SECTION II
GENERAL INSTRUCTIONS

All Proposals must be typed—as legibility, clarity, and completeness are essential—and must be signed by the individual(s) legally authorized to bind the Proposer.

Responses should be mailed or delivered to:

City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772

Proposals should be submitted by mail, hand delivery, or express mail in a sealed envelope with the respondent's name and return address. To prevent unauthorized access to the Proposal, the outside of the envelope/box used for the sealed proposals should be clearly marked as follows:

CITY OF SEMINOLE, FLORIDA	
“DO NOT OPEN”	
“RFP NO. 22-0601: ANNUAL FINANCIAL AUDITING SERVICES”	
Name of FIRM:	_____
Address of FIRM:	_____

QUESTIONS

Any questions concerning the RFP should be directed in writing to Finance Director, Allison Broihier, at abroihier@myseminole.com. All requests for information shall be submitted no later than May 20, 2022.

Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFP is authorized, and no other City official is authorized to explain or interpret the RFP or to respond to questions related thereto. Responses to all appropriately-submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City's website under Public Notices and on www.demandstar.com.

It is the further responsibility of each Bidder to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications.

SECTION III
REQUIRED FORMS

PROPOSAL SHEET
QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)

SUBMITTED TO: **City of Seminole – RFP No. 22-0601**

SUBMITTED FOR: Annual Financial Auditing Services

FIRM CONTACT INFORMATION:

Contact Person: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Phone: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The bidder shall hold harmless, indemnify, and defend the City, its members, officers, and employees against any claim, action, loss, damage, injury (whether mental or physical and including death to persons or damage to property), liability, cost, and expenses of whatsoever kind or nature including, but not by way of limitation, attorneys' fees, and court costs caused by the negligent acts or omissions of the bidder, its agents, assigns, and employees.

2. Insurance

a. Without limiting its liability under the contract, the bidder shall procure and maintain at its sole expense during the life of the contract, insurance of the types, and in the minimum amounts stated herewith:

Type	Amount
Professional Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Workers' Compensation	As required by law

- b. The bidder's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification.
- c. Such insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to the City. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City Manager.
- d. The insurance shall provide the no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City.
- e. The bidder shall provide a Certificate of Insurance identifying the City as an additional insured.

PUBLIC ENTITY CRIME STATEMENT

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

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

1. This sworn statement is submitted to _____
by _____
or _____
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
of the individual signing this sworn statement _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one
 - (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 2022

Personally known _____

or produced identification _____

Notary Public – State of _____

My commission expires _____

(Stamped commissioned name of Notary Public)

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a Drug-Free Work Place Program will be given preference in the award process. Established procedures for processing tie Bids will be followed in the event that none of the tied bidders have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company’s policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

SECTION IV
GENERAL TERMS & CONDITIONS

The City reserves the right to accept or reject any or all proposals in the best interest of City. The City reserves the right to waive any formalities in the selection process.

It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by City and that City does not represent or guarantee unto Firm that any specific amount of services will be requested or required of Firm pursuant to this RFP.

Proposals which do not comply with these instructions or that do not include the requested data may not be considered.

The successful Firm shall not discriminate against any person in accordance with Federal, State or local law.

It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The City of Seminole does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law.

By submitting a response to this solicitation, the submitting entity is agreeing that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.

The form of agreement the City intends to use in awarding this contract is attached hereto as Exhibit B. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not anticipate, and will not favor, substantial revisions to the terms stated therein.

By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

ACKNOWLEDGED

Signature

Date

Printed Name

Title

GENERAL CONDITIONS ASSENT

Any and all special conditions and specifications attached to this agreement that vary from these general conditions will have precedence.

As the person authorized to sign the statement, I certify that this bidder agrees to comply with and accepts the general conditions.

Signature

Date

Printed Name

Title

EXHIBIT "A"
FEE SCHEDULE



Company Name:

DATE:

Item #	Service Provided	Year 1	Year 2	Year 3	Year 4	Year 5
A	Financial Audit w/Certificate of Achievement					
B	Single Audit					
Hourly Rates for Additional Services**						
1	[position / service]					
2						
3						
4						
5						
6						
7						
8						

* Each yearly total should be reflective of the full cost to perform the indicated task per each fiscal year.

** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.

A & B: These are the 2 tasks the City is requesting annual lump sum pricing for

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

EXHIBIT “B”

AGREEMENT FOR ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES

BETWEEN

THE CITY OF SEMINOLE, FLORIDA

and

[Name of Selected Vendor]

PROFESSIONAL SERVICES AGREEMENT
(ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on this ___ day of _____, 2022 (the Effective Date), by and between the **City of Seminole**, a Florida municipal corporation (“City”) and [Name of Company], a [insert legal form of company] authorized to do business in the State of Florida (“Consultant”), herein collectively referred to as “the Parties.”

EXORDIAL CLAUSES

WHEREAS, the City issued a Request for Proposal No. 22-0601 for Annual Independent Financial Auditing Services (the “RFP”) in accordance with Florida Statutes § 218.391 (Auditor selection procedures); and

WHEREAS, the necessary auditing services are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act of 1996 and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Nonprofits, and the Rules of the Auditor General of the State of Florida, as amended from time to time; and

WHEREAS, Consultant has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the City desires to accept Consultant’s proposal in order for Consultant to render the services to the City as provided herein; and

WHEREAS, Consultant further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the Parties, the City and Consultant agree as follows:

SECTION 1: INCORPORATION OF EXORDIAL CLAUSES. The foregoing Exordial Clauses are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide independent financial auditing services to the City as more specifically described in RFP, which is incorporated by reference and made a part hereof. The City may request additional services as needed based upon mutual agreement between the Parties.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. Term. Notwithstanding the actual date of execution by the Parties, the term of this Agreement shall commence upon the Effective Date, and shall expire at 11:59 p.m. on September 30, 2027 unless earlier terminated as stated herein. Pursuant to Florida Statutes § 218.391(8), the Parties may elect to renew this Agreement for such additional term as the Parties may agree.

b. Time for Completion. Time is of the essence in the performance of services required under this Agreement. At all times Consultant shall carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule as set forth in RFP.

c. Force Majeure. Neither Party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, pandemic events, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Consultant shall be considered in material default of this Agreement and such default will be considered cause for City to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of its principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. City may so terminate this Agreement, in whole or in part, by giving Consultant ten (10) business days written notice.

If, after notice of termination of this Agreement as provided for above, it is determined for

any reason that Consultant was not in default, or that its default was excusable, or that City otherwise was not entitled to the remedy against Consultant provided for above, then the notice of termination given pursuant to preceding paragraph shall be deemed to be the notice of termination provided for the following paragraph and Consultant's remedies against City shall be the same as and limited to those afforded Consultant in the paragraph below.

Notwithstanding anything herein to the contrary, City shall have the right to terminate this Agreement, in whole or in part, without cause upon ten (10) business days written notice to Consultant. In the event of such termination, Consultant's recovery against Consultant shall be limited to that portion of Consultant's compensation earned through the date of termination, but Consultant shall not be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on services not required to be performed.

e. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the Parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the Parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

f. **Parties' Understandings Concerning the COVID-19 Pandemic.** Consultant and the City acknowledge that, at the time of the execution of this Agreement, federal, state and local governments, both domestic and foreign, may have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Consultant may have restricted its employees from travel and onsite work, whether at a client facility or Consultant facility, to protect the health of both Consultant's and its clients' employees. Accordingly, to the extent that any of the services described in this Agreement requires or relies on Consultant or City personnel to travel and/or perform work onsite, either at the City's or Consultant's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, Consultant and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended. Consultant and the City agree to provide the other with prompt written notice (not less than five (5) calendar days) in the event any of the services described herein will need to be rescheduled and/or suspended due to COVID-19 and this Agreement shall be amended to address changes in scope and/or cost.

SECTION 5: COMPENSATION.

a. **Payments.** The City agrees to compensate Consultant in accordance with the Annual Fees (total all- inclusive maximum price) set forth in Consultant's fee schedule, attached hereto as **Exhibit "A"**. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit "A"**.

b. **Invoices.** Consultant shall render invoices to the City for services that have been rendered in conformity with this Agreement, the RFP and **Exhibit "A"**, and pursuant to Florida Statutes § 218.391(7)(b), invoices submitted must be in sufficient detail to demonstrate compliance with the terms of this Agreement, and shall specify the services performed and the time spent on such work. Invoices will be reviewed for approval and if an invoice is not approved, the City will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the City shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the City's receipt of Consultant's invoice.

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. In no event shall either Party be liable to the other for claims of punitive, consequential, special, or indirect damages. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in Florida Statutes § 768.28.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the Parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. Consultant represents that it has or will secure at its own expense, all necessary personnel required to perform the services. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall

indemnify and hold harmless the City for any claim in excess of the sub- consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the City’s Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per claim
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ Florida statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured on a primary, non-contributing basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this agreement or its Agreement or its breach shall be submitted first to the Consultant’s President (or other similarly-titled chief administrative officer) and the City Manager for informal resolution. Failing informal resolution, disputes related to the interpretation of or performance under the Agreement shall be submitted to a court. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to interpret or enforce the Agreement will be filed in Pinellas County, Florida. No remedy herein conferred upon any Party is intended to

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

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY AND AGREE ANY LITIGATION RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY A STATE OR FEDERAL JUDGE IN PINELLAS COUNTY, FLORIDA.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that its policies and operations are compliant with all applicable state and federal anti-discrimination laws.

SECTION 17: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be

sent to:

City of Seminole
Attn: City Clerk
9199 113th Street North
Seminole, FL 33772
and if sent to Consultant, shall be sent to:

[Vendor Name]
Attn: [*****]
[Address]
[Address], FL [zip]

with a copy of any and all legal notices to:

[enter additional recipients as the Parties desire]

The foregoing names and addresses may be changed if such change is provided in writing to the other Party. Notice shall be deemed given upon the later of confirmed or acknowledge receipt or ten (10) days from posting.

SECTION 21: ENTIRETY OF AGREEMENT. The City and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

SECTION 22: WAIVER. Failure of a Party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that Parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either Party regardless of who was more responsible for its preparation. This is a non- exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event

Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to Consultant to terminate for cause.

SECTION 25: NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

SECTION 26: NOTICE OF CLAIMS, SUITS AND REGULATORY VIOLATIONS. Each Party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each Party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either Party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which continuing or imposes an obligation extending beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

SECTION 29: IMMIGRATION COMPLIANCE; E-VERIFY. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with the City cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the City that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the City develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

SECTION 30: AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE. The agreement of the Parties consists of this Agreement, the City's RFP, and the Consultant's Proposal (which are incorporated herein by reference). The Parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a

conflict between the terms and conditions of the aforementioned documents, this Agreement shall prevail over any other document. In the event a conflict exists between the RFP and the Proposal, the RFP shall prevail over the Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, calculations, supporting documents, or other work products which are listed as deliverables in this Agreement, the RFP, or the Proposal shall become the property of the City. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. For clarity, the Audit Documentation for this engagement is the property of Consultant and constitutes confidential information to the extent allowed by Florida law. The term “Audit Documentation” shall mean the confidential and proprietary records of Consultant’s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Consultant for the City under this Agreement, or any data, reports, analyses, workpapers or other documents belonging to the City and/or furnished to Consultant by the City.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City’s custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Agreement and following completion of this Agreement if Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or

confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF SEMINOLE, ATTN: ANN MARIE MANCUSO, CITY CLERK, 9199 – 113th Street North, Seminole, Florida 33772 OR VIA TELEPHONE AT (727) 391-0204.

SECTION 34: TRADE SECRET INFORMATION.

- (a) Florida law provides that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure.
- (b) Upon receipt of a response to a procurement solicitation, the City will not be aware that a bid, proposal, or other response contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. The mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement. Absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.
- (c) While the City will, to the extent possible, cooperate in any court action Consultant may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if Consultant fails, prior to the submission of its materials to the City, to specifically and clearly designate information therein as a trade secret as defined by Florida law, and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under Florida's Public Records Act.
- (d) In the event any record designated as a trade secret is requested under the Act, City staff will consult with the City's legal counsel and, if the City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's legal counsel disagrees with the designation, City staff will inform the Consultant and Consultant may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information.

SECTION 35: EXPORT ADMINISTRATION. Each Party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: SCRUTINIZED COMPANIES.

(a) Consultant certifies it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Florida Statutes § 287.135, the City may immediately terminate this Agreement if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Florida Statutes § 287.135. Pursuant to Florida Statutes § 287.135, the City may immediately terminate this Agreement at its sole option if Consultant, or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement. Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(c) Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(d) Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Consultant shall immediately notify the City of the same.

(e) As provided in Florida Statutes § 287.135(8), if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[Insert Consultant's Name]

City of Seminole

City Manager

Its: _____

PROFESSIONAL SERVICES AGREEMENT EXHIBIT "A"
FEE SCHEDULE

Content to be inserted based on Proposal.

EXHIBIT "C"
KEY PERSONNEL

Mayor and City Council	Leslie Waters Jim Olliver Thomas Barnhorn Chris Burke Tom Christy Roger Edelman Trish Springer	Mayor Vice-Mayor Councilor Councilor Councilor Councilor Councilor
Administration	Ann Toney-Deal, ICMA-CM	City Manager
City Attorney	Jay Daigneault, Esq.	No City Office
City Clerk	Ann Marie Mancuso, CMC	
Finance Department	Allison Broihier, CGFO Sandy Scott Natasha Copeland Marianne Gregoire	Finance Director Senior Accountant Payroll Coordinator Accounts Payable Technician
Location	Seminole City Hall	9199 113 th Street N. Seminole, FL 33772

EXHIBIT "D"
CITY OF SEMINOLE ORGANIZATIONAL CHART



FY 2021-2022 Adopted Budget

