



City of Miami Springs
Request for Proposals
Municipal Auditing Services
RFP # 02-17/18

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City of Miami Springs

Request for Proposals

**Municipal Auditing
Services**

RFP # 02-17/18

NOTICE: Pursuant to the Procurement Ordinance of the City of Miami Springs (the “City”), the City of Miami Springs hereby gives notice of its intent to solicit sealed Proposals from interested parties and/or firms in response to this Request For Proposals for “**Municipal Auditing Services**”. Proposals must be received by Tammy Romero, Assistant City Manager, City of Miami Springs, 201 Westward Drive, Miami Springs, Florida 33166 by **Thursday, June 14th, 2018 at 2:30pm**. Submittals shall be clearly marked “**RFP # 02-17/18, Municipal Auditing Services**”.

All submittals shall be publicly opened and recorded on Thursday, June 14th, 2018 at 2:30pm. Late submittals shall **not** be accepted or considered.

A mandatory pre-bid meeting will be held on Thursday, May 31, 2018 at 9:30 am at Miami Springs City Hall, located at 201 Westward Drive, 2nd Floor, Miami Springs, FL 33166.

Respondents are to deliver **One (1) original, three (3) copies and one (1) electronic copy** of the proposal submittal statements, containing all documentation and information desired to be considered. **The (1) electronic copy should contain a PDF of the scanned original with signatures and all materials of the submittal.**

The City of Miami Springs reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

PROJECT OVERVIEW

By way of this RFP, the City is soliciting Proposals from qualified and interested parties for the provision of Municipal Auditing Services (the “Services”) for a one (1) year contract period, with an option in favor of the City to renew for four (4) additional one (1) year periods. Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those persons and/or firms that submit a proposal packet that includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to qualify person(s) and/or firm(s) that: (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

A copy of the complete RFP may be obtained from the City of Miami Springs website, www.miamisprings-fl.gov, by clicking on Government City Services/Finance/Requests for Proposals (RFP.)

All questions or comments should be directed to the following email: romerot@miamisprings-fl.gov Inquiries must reference “**Municipal Auditing Services RFP #02-17/18**” in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The City’s tentative schedule for this RFP is as follows:

Cut- off Date for Questions:	Friday, June 1, 2018	5:00 PM
Opening of RFP:	Thursday, June 14, 2018	2:30PM

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all

changes in scheduled dates.

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Miami Springs, Florida, a Florida municipal government.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Respondent/Proposer/Bidder

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Respondent/Proposer/Bidder

The Respondent whose proposal to this solicitation is deemed to be the most advantageous to the City. A respondent will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFP and a Notice of Commencement will be issued.

(iii) Proposal/Submittal

The written, sealed document submitted by the Respondent in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION

Questions regarding this RFP shall be directed in writing by email, to the Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective respondents.

(i) **Written Addenda**

If it becomes evident that this RFP must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective respondents via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by respondents for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The respondent must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the respondent may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID/RFP

A respondent may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening the submittals.** No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The City reserves the right to reject any and/or all submittals or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any submittal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Miami Springs and the Respondent. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the respondent and the City of Miami Springs. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Respondents may incur for preparing and submitting proposals called for in this Request for Proposals.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**

The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid/RFP Acknowledgment**

By submitting a proposal, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the

submittals.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Bids**

An alternate bid will not considered or accepted by the City.

(viii) **Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Respondents in response to this Request for Proposals will become the property of the City of Miami Springs and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672) American with Disabilities

Act of 1990, as amended National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Miami Springs/City Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copy of City of Miami Springs Ordinances may be obtained from the City of Miami Springs Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

1.11.1 The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (a) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (b) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (c) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (d) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (e) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (f) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

1.11.2 Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

1.11.3 The Cone of Silence shall not apply to:

- (a) Oral communications at pre-bid conferences;
- (b) Oral presentations before selection of evaluation committees;
- (c) Public presentations made to the City Council during any duly noticed public meeting;
- (d) Written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (e) Communications with the City Attorney and his or her staff;
- (f) Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (g) Any emergency procurement of goods or services pursuant to City Code;
- (h) Responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (i) Contract negotiations during any duly noticed public meeting;
- (j) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

1.11.4 Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City of Miami Springs is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Respondent acknowledges that the materials submitted with the Bid/Proposal and the results of the City of Miami Springs evaluation are open to public inspection upon proper

request. Respondent should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Respondent, the City Manager shall give written notice to the Awarded Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Miami Springs, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.16 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.17 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a “Public Record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes,

1.18 CAPITAL EXPENDITURES

Awarded Respondent understands that any capital expenditures that the Awarded Respondent makes, or prepares to make, in order to perform the services required by the City of Miami Springs, is a business risk which the Awarded Respondent must assume. The City of Miami Springs will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent. If Awarded Respondent has been unable to recoup

its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Miami Springs.

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to obtain the proposals of individuals and/or firm and to establish a contract, through open, competitive qualifications, for providing “Municipal Auditing Services” for a one (1) year contract period, with the option to renew for four (4) additional one (1) year periods.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- A. The proposal shall state the size of the firm, the size of the firm’s governmental staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The firm must maintain a permanent office in Miami-Dade or Broward County and must assign a minimum of two (2) full-time CPA’s to the audit for the City of Miami Springs.
- B. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, specialists and staff who would be assigned to the engagement and indicate whether each such person is registered/licensed to practice as a Certified Public Accountant in the State of Florida. The firm shall provide information on the government auditing experience of each person including information on relevant continuing professional education for the past three (3) years, the number of years of Local Government experience, experience as it relates to the latest GASB pronouncements and membership in professional organizations relevant to the performance of this audit. The firm shall indicate how the quality of staff over the term of the agreement will be assured.
- C. For the firm’s office that will be assigned responsibility for the audit, list the most significant engagement (maximum of five) performed in the last five (5) years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours and name and telephone number of the principal client contact.
- D. Identify all current government clients and their fiscal year end date. Identify all government clients for which you will engage as auditors for the fiscal year ending September 30, 2018. Provide the number of funds maintained by and the total revenues of the clients for the most recent fiscal year audit.

- E. If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal Auditor shall be noted.
- F. The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement, whether that quality control review included a review of specific government engagements.
- G. The firm shall also provide information on the results of any federal or state desk reviews or field review of its audits during the last three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state or federal regulatory bodies or professional organizations. Firms shall have no record of pending lawsuits or criminal activities involving moral turpitude or have any conflicts of interest with the City of Miami Springs or have failed to perform faithfully on any previous City contract.
- H. The firm must have performed work in the State of Florida. Supporting references must include company name or governmental agency, contact person, telephone number and email address. It is the responsibility of the provider to ascertain that the contact person will be responsive.

The Respondent must show proof of having met these minimum requirements on the “Proposer Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

An affirmative statement shall be included indicating that the firm all key professional staff are properly registered and licensed to practice in the State of Florida.

2.4 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The contract duration shall be for one (1) year with the option for an additional four (4), one (1) year renewal periods for a total of five (5) years, under mutual consent of the City and the Contractor.

The initial term of the contract awarded pursuant hereto shall be from the effective

date of the contract.

2.5 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on and with the forms as provided by the City. This RFP must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 201 Westward Drive, Miami Springs, FL 33166. Submittals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Refer to section 4.2 for format guidelines.

2.6 METHOD OF AWARD

The City will open all submittals received on the date and time specified and will announce the name and proposed amounts submitted. In order to be deemed responsive the submittals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in this solicitation. The City of Miami Springs shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

The City's Selection Committee will evaluate proposals and will recommend to the City Council in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the request for proposal, the City's Selection Committee will recommend such firms as it deems to be the most highly qualified.. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to judge the Proposals submitted in response to this Request for Proposals and to establish the most advantageous Providers. Each proposal will be evaluated by each Selection Committee member using the

procedures outlined.

Phase I- The City’s Selection Committee will evaluate all Proposals to select a Respondent or may “shortlist” firms/ individuals that will advance to Phase II of the selection process.

“Shortlist” firms shall refer to the selection of the top proposers after the Phase I evaluation process. Whenever a tie occurs, the selection committee will review the time-stamp of the submittal of the RFP to determine the earliest received RFP.

Based on the number of RFP submissions received, the evaluation committee may elect that all proposers participate in the Phase II evaluation process. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

PHASE II — The City may conduct interview presentations and score “shortlisted” firms/ individuals.

2.7.1 PHASE I – EVALUATION CRITERIA

Summarized below are the Evaluation Categories of Phase I:

EVALUATION CATEGORIES, PHASE I POINTS POSSIBLE

CRITERIA	POINTS
Proposer’s Qualifications	40
Experience of the firm and individuals who will provide the services	30
Responsiveness to Scope of Services	20
Fees for Services	10
Total Points Possible for Phase I	100

EVALUATION CATEGORIES — PHASE II

Summarized below are the Categories for Phase 2 Evaluation, should the City conduct a Phase 2 process:

EVALUATION CATEGORIES, PHASE II POINTS POSSIBLE

CRITERIA	POINTS
Interview Presentation	35
Qualifications and Experience of the firm and individuals who will provide the services.	30
Responsiveness to Scope of Services.	35
Total Points Possible for Phase II	100

TIE PROPOSALS

Whenever a tie occurs for the top ranking position after either phase of evaluation, the selection committee will review the time-stamp of the submittal of the RFP to determine the earliest received RFP. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.8 DUE DATE

All submittals are due no later than Thursday, June 14, 2018 at 2:30 PM, EST or any time prior thereto at the City Clerk's Office, City Hall, 201 Westward Drive, Miami Springs, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and three (3) copies must be presented in separate three ring binders along with one (1) electronic copy. CD copy of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copy must be properly labeled with the Proposer's name and "**Municipal Auditing Services RFP 02-17/18**".

Original submittal, three (3) copies and electronic copy must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED proposals will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Miami Springs. Providers shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Miami Springs cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.10 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award) in accordance with Exhibit "A".

2.11 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may cause the bid/proposal to be considered non-responsive.

2.12 INQUIRIES

Any questions regarding this Proposal shall be directed in writing to the Assistant City Manager via email at romerot@miamisprings-fl.gov. All inquiries must have in the subject line the following: **Municipal Auditing Services RFP #02-17/18.**

If your request is seeking a public record, such as a proposer list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before 5 pm, June 1, 2018. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Miami Springs website.

2.13 ATTACHED FORMS

2.13.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Proposal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Proposal whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Proposal.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.

2.13.2 Prohibition on Contingent Fees

As part of any Proposal, the Respondent shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the agreement that may result from this RFP and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.13.3 Americans with Disabilities

As part of any Proposal, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.13.4 Compliance with Equal Employment Opportunity

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.13.5 Public Entity Crimes

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows: "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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2.13.6 Truth in Negotiating Certificate

As part of any Proposal, the Respondent shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional auditing services with the City of Miami Springs, Florida.

The above referenced forms are included in 'Forms / Deliverable' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

END OF SECTION 2

SECTION 3 – SPECIFICATIONS / SCOPE OF WORK

Objective

The City, a municipal corporation of the State of Florida, is seeking the services of qualified and experienced independent Certified Public Accountants and/or firms (“Proposer(s)”), which may be an individual, firm, corporation, joint venture, partnership or other legal entity, licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the City. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements for the provision of external auditing services, on behalf of the City’s Finance Department.

Background Information

The City operates under a City Council/City Manager form of municipal government and provides the following services as authorized by its Charter: public safety (police), public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, public improvements, general administrative services. The City’s estimated population is around 14,000. The City employs approximately 121 full time employees and administers a combined operating budget of \$21,000,000 for FY 2017/2018. In, Fiscal year 2016/2017, the audit services were provided at a fee of \$35,000 for the main audit and \$5,000.00 for a Single Audit as required for 2017.

A copy of the City’s Comprehensive Annual Financial Report (CAFR) for the year ending September 30, 2017, Management Letter and City’s responses for the year ending September 30, 2017, and the City’s approved budget for the year ending September 30, 2017, are available on-line at <http://www.miamisprings-fl.gov/finance>.

3.1 SCOPE OF SERVICES

Funds to be audited

The City uses the following fund types:

Government Funds

- General Fund

Enterprise Funds

- Storm Water Fund
- Sanitation Fund

Fiduciary Funds**

- Police and Fire Pension Fund
- General Employees Pension Fund

Special Revenue Fund

- a. Road & Transportation Fund
- b. Senior Center Fund
- c. Law Enforcement Fund
- d. Building Fund
- e. Hurricane Fund

Debt Service Fund

Capital Projects Fund

** Note: The pension funds are audited by firms selected by the boards of the respected fund, and separate reports are issued for each of them. The pension boards may or may not select whichever firm the City chooses through this request for proposal process.

Specific responsibilities of the selected auditing firm will include, but not be limited to the following:

- A. The City desires the Auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles. The financial audit shall meet the requirements of the State of Florida State Statutes and the City of Miami Springs Municipal Charter.
- B. The auditor shall also prepare required management reports and any other reports as may be required. The auditor shall also perform certain limited procedures involving required supplementary information as may be required by the State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), as mandated by generally accepted auditing standards.

- C. The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and generally accepted government auditing standards as promulgated by the General Accounting Office (GAO) and the Rules of the Auditor General of the State of Florida, the standards of financial audits.
- D. The City of Miami Springs will require one (1) hard copy and one (1) electronic of the financial statements provided by the audit firm. The auditor will assist in the preparation of the financial statements and footnotes.
- E. The auditor shall be required to make an immediate written report of all fraud and illegal acts of which they become aware to the Finance Director and the City Manager.
- F. All working papers and reports must be retained at the auditor's office and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available upon request to the city.
- G. When requested participate in person in the City of Miami Springs City Council meetings.
- H. Throughout the year, additional work may be requested from the auditing firm such as verification of data used in official statements, assistance with special financial projects, tax services, pension assistance, and management advisory services. A schedule of compensation rates for these various types of additional work shall be included reflecting hourly rates applicable to projects which may be requested and negotiated with the City.
- I. Serve as a general resource to the City staff.
- J. The auditor is required to audit Federal & State Awards in accordance with Federal and Florida Single Audit Act Respectively.
- K. Attend the City's Citizens Audit Advisory Board Meeting when requested.

3.2 Auditing Standards to be Followed

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

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants;
2. The standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011 Revision);
3. The provisions of the Federal Single Audit Act of 1984 (as amended in 1996 and subsequently);
4. The Florida Single Audit Act;
5. The Provisions of U.S. Office of Management and Budget (OMB) Circular A-133;
6. Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments (Revised) – AICPA.;
7. Section 11.45, Florida Statutes;
8. State of Florida Department of Banking and Finance Regulators;
9. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
10. Any other applicable Federal, State and Local Laws or Regulations;

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City of Miami Springs in future fiscal years.

The City expects the auditor to express an opinion on the presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.

The auditor is to also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information or the statistical sections contained in the CAFR.

The audit shall be an annual audit as defined in section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.

A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the City with any required letters and schedules related to this audit.

The audit shall also include a review of the financial report provided to the Department of Banking and Finance to assure consistency with the CAFR.

A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the City no later than January 15th following the end of the fiscal year under audit. These letters shall be included in the Comprehensive Annual Financial Report by the City.

The auditor shall submit, not later than January 15th following the end of the fiscal year under audit, a full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the City's intent that all fieldwork related to the audit shall be completed by December 31st following the end of the fiscal year under audit.

The auditor shall provide the City with all required letters for the Comprehensive Annual Financial Report in a PDF format so that the City can reproduce as many originals as necessary.

The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with City Manager or designee, or the City Council, as deemed necessary.

The auditor shall assist the City in the physical compilation of the Comprehensive Annual Financial Report. The City shall retain ultimate responsibility for preparation of this document, however, the auditor shall provide the following assistance:

- a. Proof reading of entire document
- b. Verification of implementation of recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
- c. Shall review applications for annual Certificate of Achievement for Excellence in Financial Reporting.
- d. Overall review including layout, design, and suggested improvements.

Timeliness is critical in the performance of the audit. The auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and City staff. The

City will make necessary records available to the auditor through the year to assist in this regard. In addition, the City will make end-of-year records available to the auditor on or before November 15th after the end of the fiscal year under audit.

The auditor shall report to the City, at least weekly, the status of any potential audit adjustments so that the City may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the City no later than January 1st following the end of the fiscal year under audit.

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

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

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate officials and included in a separate letter to the City Council.

The City may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose financial statements or an extraction from the CAFR. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City of Miami Springs shall be included in the base fee submitted by Proposer.

The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City of Miami Springs in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the City as part of an audit quality review process.

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.

The auditors agree to notify the City immediately if any regulatory or other government agency requests a review of the audit work papers concerning the City or any other government client audited by the audit firm.

The auditor agrees to notify the City immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.

The auditor must designate one (1) "key" member of the audit team. The City shall reserve the right to approve any substitutions or changes in those staff designated as "key".

Auditor shall provide the City with a copy of each external quality control review (peer review) conducted during the time period engaged by the City. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Proposer should state so in the response to the RFP. If available, the Proposer may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.

The firm must agree to use City staff in preparation of supporting schedules, reconciliation's and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the City with a list of all schedules to be prepared by the City. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.

The Auditor shall present the completed CAFR to our Council during the month of January following the September 30 year end.

The Successful "Proposer" shall be required to provide additional services, not specifically addressed above, to other City departments, agencies, Boards, Trusts, etc. who may, from time to time, require auditing services. Services may be contracted with that entity(s) at time of need, and a separate Contract executed for provision of said services.

3.3 Reports to be Issued

Following the completion of the audit of the City of Miami Springs financial statement for the fiscal year ending September 30th, the auditor shall issue:

1. A Report from an Independent Certified Public Accountants on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. Pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. A Report from an Independent Certified Public Accountants on Compliance and on Internal Control over Financial Reporting based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards.

3. An Independent Auditor's Report on Compliance for Each Major Federal Program and Major State Project; Report on Internal Control over Compliance and Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance required by OMB Circular A-133, Section 215.97 Florida Statutes, and Chapter 10.550, Rules of the Auditor General.
4. An Independent Auditor's Report to City Management in Accordance with Audits of States, Local Governments, Non-Profit Organizations and Chapter 10.550, Rules of the Florida Auditor General.
5. In the independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters, the auditor shall communicate any material weakness found during the audit. A material weakness is a deficiency, or combination of deficiencies in the internal control such that there is a reasonable possibility that a material misstatement of the entity's statement will not be prevented, or detected and corrected on a timely basis.
7. The reports on compliance and internal controls shall include all instances of noncompliance.

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

Reporting to the Finance Director and the City Manager.

Auditors shall also disclose the following:

- a) The auditor's responsibility under generally accepted auditing standards, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Governmental Auditing Standards.
- b) Significant accounting policies.
- c) Management judgments and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.
- f) Disagreements with management.

- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

3.4 Special Considerations

1. The City of Miami Springs will submit its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide any special assistance deemed necessary to the City in order to meet the requirements of that program.
2. The City of Miami Springs currently anticipates that it will not issue any official statements in connection with the sale of debt securities. However, if the City determines it to be in their best interest to issue new debt or refinance existing debt the official statements may be required which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any other "comfort letters".
3. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's report as well as the reports on compliance and internal controls are to be issued as part of the CAFR.

END OF SECTION 3

SECTION 4- PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 RULES FOR STATEMENT OF QUALIFICATIONS

The statement of qualifications must name all persons or entities interested in the proposal as principals. The statement of qualifications must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

4.2 STATEMENT OF QUALIFICATIONS FORMAT

Respondents shall prepare their statement of qualifications using the following format and should include, but not be limited, to the following:

4.2.1 Binder and Labeling/Marking Requirements

All submissions (one original and three copies) shall be placed in three-ring binders each. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD copy and the three (3) required copies must be exact duplicates of the original submission. The electronic copy must be labeled indicating that it is in response to RFP #02-17/18. Failure to provide exact copies shall result in submittal being non-responsive.

4.2.2 Letter of Transmittal

- a. This letter will summarize in a brief and concise manner, the Respondent's understanding of the scope of work and make a positive commitment to timely perform the work.
- b. The letter must name all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length but will not count toward the 15-page limitation required for Section 4.2.4.

4.2.3 Addendum Acknowledgement

Statement acknowledging receipt of each addendum issued by the City. This page will not count towards the 15-page limit.

4.2.4 Qualification and Experience

Qualifications and experience of the firm(s)/individual(s) who will provide the services: The submission for this section (Items A – F) should include the following but the submittal shall be limited to 15 single-sided pages; members of the selection committee shall be instructed to disregard any information provided on additional pages. Firm(s)/individual(s) must demonstrate their qualifications in order to be considered. Firms/individuals must demonstrate that past experience includes at a **minimum of five (5) years of experience. City of Miami Springs Staff shall not be used as reference.**

The binder shall be separated with dividers identifying the following sections:

A. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“RFP #02-17/18 Municipal Auditing Services”**.

B. Table of Contents

Include a clear identification of the material by section and/or by page number.

C. Firm Background

1. Details on the qualifications of the applicant/ firm, including documentation of the applicants experience with similar work, for local governments during the past ten (10) years. Include firm’s size, structure, location of management and charter authorization and licenses to do business in the State of Florida. Also include the firm’s national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.

2. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).

3. Identify the types of accounts primarily audited by your firm.

4. Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

5. List all memberships in trade associations and member involvement.

D. Experience

1. Provide details on the qualifications of the applicant's key individual(s) including the project manager who will perform the work; including education, experience and specialized knowledge and expertise.
2. Describe your firm's and project manager's relevant experience within Miami-Dade County.
3. Provide five client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and a list of any other related services provided.
4. Provide at least five (5) examples of your firm's relevant experience. Include name of agency, address, project budget, firm's duties under this project, firm's compensation for this project, and completion date. **City of Miami Springs Staff shall not be used as a reference.**

E. Personnel

1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
2. Provide detailed resumes showing all key professionals who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.
3. Describe your firm's activities to keep personnel informed of developments relevant to governmental accounting practices government funds.

F. Approach and Discipline

1. Describe your firm's approach to the City of Miami Springs audit process.
2. Describe the audit reporting methodology you are proposing for the City, including the type of deliverables you propose to present, and how the firm will communicate effectively with the city?
3. What are the primary strategies employed by your firm for adding value?
4. Describe your firm's research capabilities and resources.
5. Briefly describe any additional feature, attributes or conditions, which City should consider in selecting your firm.

END OF SECTION 4

Section 5: PROPOSAL SUBMITTAL FORM:

RFP #02-17/18

1. The undersigned Respondent proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Miami Springs to perform and furnish all goods and/or services as specified or indicated in the Agreement Documents and within the Agreement Time indicated in this RFP and in accordance with the other terms and conditions of the Agreement Documents.
2. Respondent accepts all of the terms and conditions of the RFP and Instructions to Respondents, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- (b) Respondent has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at, within the Agreement Time and in accordance with the other terms and

conditions of the Agreement Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Agreement Documents.
- (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Respondent.
- (g) This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting a proposal. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

4. Respondent understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFP.

5. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

6. Communications concerning this RFP shall be addressed to:

Respondent: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

7. The terms used in this RFP which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY _____, 2018.

Person Authorized to sign RFP:

_____(Signature)

_____(Print Name)

_____(Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

END OF SECTION 5

**SECTION 6 –
FORMS/DELIVERABLES/CHECK LIST
RFP #02-17/18**

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP. RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 37-58 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

RFP Response Forms /Checklist

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP.

Submitted With Proposal (Please check off)

- 6.1 Proposer Background Information-** This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP.
- 6.2 Statement of No Response**
- 6.3 Solicitation Response Form**
- 6.4 Certification of Solicitation Requirements**
- 6.5 Contact Information Worksheet**
- 6.6 Respondent Qualification Statement**
- 6.7 Business Entity Affidavit**
- 6.8 Non-Collusion Affidavit**
- 6.9 No Contingency Affidavit**
- 6.10 Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)**
- 6.11 Equal Employment Opportunity Certification**
- 6.12 Public Entity Crimes (Sworn Statement)**

___ **6.13** Drug Free Workplace Program

___ **6.14** Anti-Kickback Affidavit

___ **6.15** Debarment and Suspension

___ **6.16** Occupational License

___ **6.17** Conflict of Interest

___ **6.18** Cone of Silence Certification

___ **6.19** Respondent's Certification

___ **6.20** Tie Submittal Certification

FAILURE TO PROVIDE EACH OF THE ABOVE MAY DEEM PROPOSAL NON-RESPONSIVE.

6.1 PROPOSER BACKGROUND INFORMATION

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY NAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with Response)

2. Occupational License Classification _____

3. Occupational License Expiration Date: _____

4. Miami-Dade County Certificate of Competency No. _____
(attach copy if requested in RFP)

5. Social Security or Federal I.D. No. _____

EXPERIENCE:

6. Number of Years your organization has been in business:

7. Number of Years experience PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the RFP:

8. Number of Years experience PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the RFP:

9. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to that required by specifications of the City's RFP:

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

Contact Person: _____

Phone No: _____

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

Contact Person: _____

Phone No: _____

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

Contact Person: _____

Phone No: _____

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

Contact Person: _____

Phone No: _____

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

Contact Person: _____

Phone No: _____

6.2 STATEMENT OF NO RESPONSE

RFP #02-17/18

**RESPONDENTS TO THIS OPPORTUNITY MAY WRITE “N/A” ON THIS FORM, OR
MAY OMIT IT FROM THEIR RESPONSE.**

If you are not proposing on this service/commodity, please complete and return this form to:
City of Miami Springs – City Clerk’s Office 201 Westward Drive, Miami Springs, FL 33166.
Failure to respond may result in deletion of your firm’s name from the qualified vendor list for
the City of Miami Springs.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a response on the above because of the following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

6.3 SOLICITATION RESPONSE FORM

RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name: **RFP #02-17/18 Municipal Auditing Services**

Due Date: Thursday, June 14, 2018, 2:30 pm

Delivery Location: City of Miami Springs
City Clerk's Office
201 Westward Drive
Miami Springs, FL 33166

Submitted by: _____
(name of company and address) _____

Survey: What alerted you to this RFP? (Circle One)

Miami Herald, Daily Business Review, Demand Star, City's Web Site

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

6.4 CERTIFICATION OF SOLICITATION
REQUIREMENTS
RFP #02-17/18

**RESPONDENTS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET.
FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.**

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have carefully read and understand all the requirements of the solicitation including but not limited to the sections specified below. Please initial next to each requirement below:

_____ Project Overview	Schedule of Events
_____ Project Overview	Due Date
_____ Previous Page	Solicitation Response Form (previous page)
_____ Section 1.0	General conditions
_____ Section 2.0	Special conditions
_____ Section 3.0	Technical Specifications
_____ Section 4.0	Instructions for Preparing Proposals
_____ Section 5.0	Proposal Submittal Form

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

6.5 CONTACT INFORMATION

WORKSHEET

(To be completed by prime respondent)

RFP #02-17/18

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: _____ DATE: _____

6.6 RESPONDENT QUALIFICATION STATEMENT

RFP #02-17/18

The Bidder's/Respondent's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Respondent meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER/RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT RESPONDENTS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

6.7 BUSINESS ENTITY
AFFIDAVIT
(RESPONDENT DISCLOSURE)

RFP #02-17/18

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Miami Springs ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY

NUMBER) Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS

SUITE

CITY

STATE

ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name

Address

Ownership

_____%

_____%

_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary
Public

6.8 NON-COLLUSION
AFFIDAVIT
RFP #02-17/18

State of _____)
) SS
 County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
 (Owner, Partner, Officer, Representative or Agent) of _____, the
 RESPONDENT that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Statement of Qualifications;
- (3) Such Proposal is genuine and is not a collusive or sham statement of Qualifications;
- (4) Neither the said RESPONDENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, firm, or person to submit a collusive or sham Statement of Qualifications in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any RESPONDENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other RESPONDENT, or to fix any overhead, profit, or cost elements of the Agreement Price or the Agreement Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and

FURTHER AFFIANT SAYETH NOT

By: _____
 Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018 by
 _____, who is personally known to me or has produced
 _____ as identification.

 Notary Public
 State of Florida at Large

My Commission Expires:
 My Commission Number:

6.9 NO CONTINGENCY

AFFIDAVIT
RFP #02-17/18

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____(Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____day of _____, 2018 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.10 AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION
STATEMENT

RFP #02-17/18

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

This sworn statement is submitted to the City Of Miami Springs, Florida by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

By: _____

Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018 by
_____, who is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.12 SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFP #02-17/18

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

1. This sworn statement is submitted to _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2018 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.13 DRUG-FREE WORKPLACE PROGRAM

RFP #02-17/18

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

6.14 ANTI-KICKBACK AFFIDAVIT

RFP #02-17/18

State of _____)
) SS
County of _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miami Springs, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.15 DEBARMENT AND SUSPENSION

RFP #02-17/18

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

6.16 OCCUPATIONAL LICENSE

RFP #02-17/18

Occupational License-All Responses shall be accompanied by copy of your current license(s), as required.

6.17 CONFLICT OF INTEREST

RFP #02-17/18

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name

Relationship

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

6.18 CONE OF SILENCE CERTIFICATION

RFP #02-17/18

I, _____, _____
(Individual's Name) *(Title)*

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date

6.19 RESPONDENT'S CERTIFICATION

RFP #02-17/18

I have carefully examined the Request for Proposals, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Notary Public

Mailing Address

STATE OF _____

City, State and Zip Code

Telephone Number

My Commission Expires

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.

RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
RFP #02-17/18

The full names and residences of persons, partners or firms interested in the foregoing RFP, as principals are as follows:

Witness:
(seal)

Bidder:

Firm Name
Signature
Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

--

Telephone #

Attach a copy of proof of registration.

RFP SIGNATURE PAGE FOR CORPORATION

RFP #02-17/18

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFP, as principals, are as follows:

Post Office Address

Bidder

 Corporate Name

 President's Signature

Is this corporation incorporated in the State of

Attest:
 Yes ___ No ___ Secretary

If no, give address of principle place of business:

6.20 TIE SUBMITTAL CERTIFICATION

RFP #02-17/18

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under sub-section 1.11 of this document.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

Date

Exhibit "A" Insurance Requirements

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City, or in accordance to policy provisions. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Miami Springs as additional named insured on each of the policies referenced below.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

City of Miami Springs listed as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Premises and Operations Liability

II. Automobile Liability (If Applicable) \$1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Miami Springs listed as an additional insured

III. Workers Compensation

Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

IV. Fiduciary Liability/Professional Liability/Error's & Omissions

A. Limits of Liability (E&O)

Each Claim	\$5,000,000
Policy Aggregate	\$5,000,000
Retro Date Included	

V. Umbrella/Excess Liability (Excess Follow Form)

Each Occurrence	\$3,000,000
Policy Aggregate	\$3,000,000

City of Miami Springs listed as an additional insured
Excess over all applicable liability policies

The above policies shall provide the City of Miami Springs with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

END OF SECTION 6

SECTION 7
INDEMNIFICATION AND INSURANCE

RFP #02-17/18

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to City of Miami Springs, c/o Finance Department, 201 Westward Drive, 1st Floor, Miami Springs, Florida 33166, Certificate(s) of Insurance prior to contract

execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440 with Limits of Liability as stated in "Exhibit A" of:
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage as stated in "Exhibit A" as:

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

City must be shown as an additional insured on Primary Insurance Clause Endorsement Contingent, Contractual Liability Premises and Operations Liability.

- C. Automobile Liability Insurance covering all owned or Scheduled Autos, non-owned and hired vehicles used in connection with the work in an amount of \$1,000,000. City of Miami Springs must be listed as an additional insured.

- D. Fiduciary and Professional Liability Insurance and Error's & Omissions with Limits of Liability for each claim of \$5,000,000 and Policy Aggregate Retro Date Included of \$5,000,000.

- E. Umbrella/Excess Liability (Excess Follow Form) with a limit of \$3,000,000 for Each Occurance and \$3,000,000 for Policy Aggregate.

The City is required to be named as additional insured on all of the above. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund, subject to the approval of the Financial Director.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (30) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFP.

- B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above City requirements.

Proposer: _____ Signature: _____

(Company name)

Date: _____ Print Name: _____

END OF SECTION 7

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

**SECTION 8- DEBARMENT AND SUSPENSION AND
OCCUPATIONAL LICENSE**

RFP #02-17/18

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to

perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

OCCUPATIONAL LICENSE

RFP #02-17/18

Occupational License-All Responses shall be accompanied by copy of your current license(s), as required.

END OF SECTION 8

SECTION 9-CONFLICT OF INTEREST

RFP #02-17/18

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

END OF SECTION 9

SECTION 10- SCRUTINIZED COMPANIES

RFP #02-17/18

SCRUTINIZED COMPANIES

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or 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 engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

END OF SECTION 10