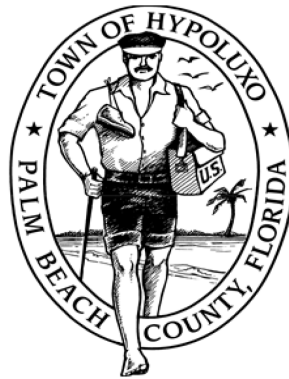


Request for Proposals

Audit Services



TOWN OF HYPOLUXO
7580 SOUTH FEDERAL HIGHWAY
HYPOLUXO, FL 33462

TOWN OF HYPOLUXO
AUDIT SERVICES

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TOWN OF HYPOLUXO, FL
Request for Proposals
AUDIT SERVICES

The Town of Hypoluxo, Florida ("Town"), through its Auditor Selection Committee, is actively seeking proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Hypoluxo's governmental activities, each major fund and the aggregate remaining fund information in full accordance with the requirements, terms, and conditions contained in the Request for Proposal ("RFP").

Interested firms shall submit one (1) original, five (5) paper copies and one (1) electronic copy on CD –Rom or flash drive in a clear, concise format, on 8 ½ " x 11" paper in a sealed envelope bearing the name and address of the firm and the words "REQUEST FOR PROPOSAL-AUDIT SERVICES" to Town of Hypoluxo, 7580 South Federal Highway, Hypoluxo, Florida 33462. Sealed Proposals must be received, either by mail or hand delivery, no later than **2:00 p.m. EST on Wednesday, October 7, 2020**. Any proposals received after the date and time specified will not be accepted under any circumstance and shall be returned to the Proposer unopened.

The Request for Proposals is open to inspection and may be obtained at the Town of Hypoluxo, 7580 South Federal Highway, Hypoluxo, Florida 33462, on the Town's website, www.hypoluxo.org or by contacting Dixie Gualtieri, Deputy Town Clerk, (561) 582-0155 or dgualtieri@hypoluxo.org.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interests of the Town in accordance with the procedures set forth in Section 218.391, Florida Statutes. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

Publication Date: September 4, 2020

TOWN OF HYPOLUXO

AUDIT SERVICES

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Town of Hypoluxo, Florida, through its Auditor Selection Committee, is soliciting proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Hypoluxo’s governmental activities, each major fund and the aggregate remaining fund information.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 p.m. EST, on Wednesday, October 7, 2020**. The proposals shall be submitted at the following address:

Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, Florida 33462

To facilitate processing, please clearly mark the outside of the proposal package as follows: **REQUEST FOR PROPOSALS–AUDIT SERVICES**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer to provide the requested services for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Hypoluxo Town Hall at 7580 South Federal Highway, Hypoluxo, Florida 33462 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 582-1055 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer.

1-3 RFP Process Timeline: The anticipated schedule for this RFP and subsequent Letter of Engagement is as follows. **All dates are tentative and subject to change.**

RFP Available for Distribution	September 3, 2020
Due Date for Questions	September 25, 2020
Proposal Submittal Deadline	October 7, 2020
Selection Committee Evaluation Meeting (will be advertised)	October 9, 2020
Auditor Presentations (if necessary)	Week of October 11, 2020
Recommendation from Selection Committee to the Town Council and authorization to execute Letter of Engagement	October 21, 2020

1-4 Number of Copies: Proposers shall submit **one (1) original, five (5) copies and one**

(1) electronic copy on CD-Rom or flash drive of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, U.S. Mail or any other delivery medium.

1-5 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 Inquiries: Interested Proposers may contact the Town's Deputy Town Clerk, Dixie Gualtieri, regarding questions about the proposal by telephone at (561) 582-0155 or by e-mail at dgualtieri@hypoluxo.org.

The Deputy Town Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP until twelve (12) calendar days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-7 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued or review the online RFP location. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Deputy Town Clerk through written communication prior to the opening of the proposals.

1-8 Contract Awards: The Town anticipates entering into an Agreement with the Proposer who submits the proposal determined by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town in accordance with the procedures set forth in Section 218.391, Florida Statutes. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, the best proposal has been identified, approved by the Town Council and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-9 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and the Proposal. The Contract will be primary to other

documentation such as a proposed engagement letter. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-10 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible. Price is not the sole or predominant factor.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-11 Public Records: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-12 News Releases: The Proposer shall obtain the prior written approval of the Chief Executive Officer of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-13 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this RFP, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by the awarded service provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town of Hypoluxo shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Hypoluxo, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. For policies written on a Claims-Made basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract (*Certificate of Insurance shall specify: Retro date-Full prior acts coverage applies*). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

- (c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (d) Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should enter into such an agreement on a pre-loss basis.

The Town reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this RFP. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Town of Hypoluxo and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suites, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Agreement and resulting or occurring from any alleged negligence, act omission or error of the Proposer, its agents or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole

purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.

Insurance coverage required by this Request for Proposals shall be in force throughout the Agreement term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.

1-14 Licenses: Proposers, both corporate and individual must be fully licensed and certified to do business in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-15 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-16 Drug-Free Workplace: All proposers must sign and comply with the drug free work place form attached.

1-17 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the successful Proposer shall act as an independent contractor and at no time shall the Proposer be considered an agent or partner of the Town.

1-18 Cone of Silence: The Proposer is advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council and members of the Auditor Selection Committee. Proposer may only communicate with the Town in writing in accordance with paragraph 1-5, above. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP, and terminates at the time that the Town Council approves a contract, or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

1-19 Code of Ethics: The award is subject to the ethical provisions of the State of Florida, Palm Beach County, and the Town. All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also a Town employee. Further, all Proposers shall disclose the name of any Town employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

The Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying

its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

1-20 Equal Opportunity Requirements: It is the policy of the Town to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs. It is the policy of the Town to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

1-21 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and

advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-22 Proposal Contents: All material submitted becomes the property of the Town of Hypoluxo. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

TOWN OF HYPOLUXO

AUDIT SERVICES

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The Town of Hypoluxo (hereinafter known as “Town”) seeks proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Hypoluxo’s governmental activities, each major fund and the aggregate remaining fund information.

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.

The term of the engagement shall be for a five (5) year contract, beginning with fiscal year end financials dated September 30, 2020 and ending September 30, 2024. Thereafter, the contract may be renewed on an annual basis subject to the mutual consent of the Chief Executive Officer and the proposer with the approval of the Town Council.

2-2 GENERAL INFORMATION

The Town was incorporated in 1955 and has approximately 2,741 residents. The Town of Hypoluxo operates under a Strong Mayor form of government, with the elected Mayor serving as the Town’s Chief Executive Officer and a five-member Town Council serving as the governing body. The Town contracts with the Town of Lantana for law enforcement services and with the City of Boynton Beach for fire rescue services. The adopted FY2019 General Fund operating budget was \$1,895,263, with a Capital Construction Fund of \$199,882.

2-3 WORK TO BE PERFORMED

1. Audit shall be performed in compliance with the requirements of:
 - a. Applicable Florida Statutes including, but not limited to Section 218.31(17), Florida Statutes
 - b. Regulations of the State of Florida Department of Financial Services
 - c. Rules of the Auditor General, State of Florida, Chapter 10.550 (Local Government Audits) and Chapter 10-600 (Audits of State Grants).
 - d. Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants.
 - e. U.S. Office of Management and Budget (OMB) Circular 133 *and final 2017 compliance supplement*
 - f. United States Single Audit Act and Amendments
 - g. State of Florida Single Audit Act
 - h. Generally Accepted Auditing Standards (GAAS)
 - i. Government Auditing Standards, issued by the Comptroller General of the United States

- j. Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.
2. The Town expects the auditor to express an opinion on the fair 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.
 3. 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 Town with any required letters and schedules related to this audit. (If required, the Town has not been subject to a Single Audit in several years).
 4. The auditor shall prepare and submit to the Town of Hypoluxo, not later than March 1st following the end of the fiscal year under audit, a report on the financial condition of the Town of Hypoluxo, or deterioration thereof, in accordance with the rules of the Auditor General.
 5. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the Annual Financial Report (AFR).
 6. 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 Town of Hypoluxo by March 1st following the end of the fiscal year under audit.
 7. The auditor shall submit no later than March 1st 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. A draft of the management letter is to be discussed with the Chief Executive Officer before issuance. It is the Town's intent that all fieldwork related to the audit shall be completed by February 15th following the end of the fiscal year under audit.
 8. The auditor shall prepare the Town's Comprehensive Annual Financial Report (CAFR) compliant with all applicable Government Accounting Standards Board (GASB) statements.
 - a. All financial statement audit reports required by: generally accepted auditing standards issued by the American Institute of Certified Public Accountants; generally accepted government auditing standards (GAGAS) as issued by the Comptroller General of the United States; and audit reports and management letters required by Section 218.39, Florida Statutes, and Chapter 10.550, Rules of the Auditor General. The annual financial statement audit shall include the Government Wide financial statements and the individual fund financial statements including all applicable GASB statements, required Supplementary Financial Information and Notes to the Financial Statements.
 - b. All audit reports required by the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, Public law 104-156 (31 U.S.C.A., ss7501 to 7507) and U. S. Office Management and Budget (OMB) Circular No. A-133.
 - c. Audit reports required by Section 215.97, Florida Statutes, the Florida Single Audit Act will be provided in digital PDF format.

9. The partner in charge of the audit and the audit manager or other CPA assigned to the audit shall attend one or more public meetings for discussion of the audit report and CAFR as deemed necessary by the Town.

10. The Town will be responsible for the preparation of the Transmittal Letter and Management's Discussion and Analysis.

11. Timeliness is critical in the performance of the audit. The auditor should coordinate with the Deputy Town Clerk and/or the assigned designee of the Deputy Town Clerk 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 Town staff. The Town will make necessary records available to the auditor through the year to assist in this regard. In addition, the Town will make end-of-year records available to the auditor on or before November 15th after the end of the fiscal year under audit.

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

13. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized Town personnel, representatives of Federal or State Agencies upon request of that Agency or the Town of Hypoluxo in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Town.

14. The auditors agree to notify the Town immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Town of Hypoluxo or any other government client audited by the audit firm.

15. The auditor agrees to notify the Town 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. Auditor shall be required to make an immediate written report of all irregularities and illegal acts.

16. The auditor must designate one "key" member of the audit team. The Town shall reserve the right to approve any substitutions or changes in the staff member designated as "key".

17. Auditor shall provide the Town of Hypoluxo with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town of Hypoluxo.

18. The proposal should set forth a detailed work plan, including an explanation of the audit methodology to be followed, and estimated hours needed to perform the services required in the request for proposal.

All requirements and conditions set forth in this RFP shall be incorporated into the Contract between the Town and the selected firm unless otherwise specified in the Contract.

2-4 PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida

for the purpose of providing an annual examination of the financial statements and records of the Town of Hypoluxo. It is the intent of the Town to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Hypoluxo in any way in the selection of the proposal that best meets the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

- A. Proposals must include the following at a minimum:
- Description and history of the make-up and composition of the firm.
 - Relevant government auditing experience of firm.
 - Not less than five (5) Florida municipal or governmental (municipal preferred) references for which the firm has performed similar work.
- B. Resumes of partners, managers, supervisory and other staff assigned to this audit, including the following information:
- Formal education.
 - Supplemental education relative to governmental accounting and auditing.
 - Experience in public accounting in general.
 - Experience in private business or government.
 - Experience in auditing governmental units.
 - Membership in various national and state governmental accounting boards, committees, or associations (past and present).
 - Professional recognition, such as awards, etc.
 - Copy of CPA license for all individual CPA's assigned to the audit and for the firm in the State of Florida.
- C. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.
- D. A statement setting forth the proposers understanding of the work to be done and a positive commitment to meet or exceed specifications stated herein and a positive commitment to perform the work within the time period specified.
- a. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in the request for proposal.
- Proposers will be required to provide the following information on their audit approach:
- Proposed segmentation of the engagement.
 - Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - Sample size and the extent to which statistical sampling is to be used in the engagement.
 - Extent of use of EDP software in the engagement.
 - Type and extent of analytical procedures to be used in the engagement.
 - Approach to be taken to gain and document an understanding of the internal control structure.
 - Approach to be taken in determining laws and regulations that will be subject to audit test work.
- b. A tentative schedule for performing key aspects of the audit.
- c. A fee schedule for the complete audit. Completion of attached Schedules of Professional Fees and Expenses for the audit including fees for FY2020 through

FY2024 and staff hourly rates to be used for any additional work which may be requested by the Town which is outside the scope of this contract.

- d. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, that promotional material shall not be considered the proposal in and of itself, only supplemental information.
- e. Positive affirmation that all CPA's assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.
- f. Documentation from Florida's Board of Accountancy that the licenses described above are indeed active and in good standing.
- g. Location of the office from which the audit will be conducted and number of personnel in that office who would be working on the audit.
- h. Copy of the most recent external quality control reviews (peer reviews) which include a review of specific government engagements.
- i. Results of any Federal or State desk review or field audits during the past three years.
- j. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by the State regulatory bodies or professional organizations.
- k. The firm must agree to use Town staff in preparation of supporting schedules, reconciliations and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the Town with a list of all schedules to be prepared by the Town. Town staff will be available during the audit to provide information, documentation and explanation to the auditors.
- l. Provide evidence of required insurance coverage on Certificate of Insurance.
- m. Description of your office's experience in preparing GASB compliant governmental financial statements, and in providing assistance in obtaining the Certificate of Achievement.
- n. Copy of proposed engagement letter.

2-5 MINIMUM QUALIFICATIONS

- A. Auditor must maintain a permanent office in Palm Beach, Martin, or Broward County.
- B. Auditor and audit firm must be licensed by the State of Florida, Department of Business & Professional Regulation, State Board of Accountancy, to practice in the State of Florida.
- C. A minimum of 3 full-time CPA's must be employed by each Proposer and at least 1 must be assigned to the audit for the Town of Hypoluxo. This CPA must also be employed at a permanent office in Counties listed in "A" above.
- D. Auditor must have experience in municipal governmental auditing and must clearly indicate its governmental expertise.
- E. Auditor must disclose pertinent continuing education programs completed by the staff proposed to be assigned to the engagement.
- F. The firm should indicate its approach to peer review and provide a report of the most recent peer review. Indicate whether that peer review included a review of local government client activities.
- G. The firm should indicate any disciplinary actions that have been instituted or proposed against the firm during the last three years.
- H. The firm should describe the results of any State or Federal reviews during the past three years of the firm's governmental client audit work.

2-6 INFORMATION TO BE PROVIDED BY THE TOWN

The Town will provide in electronic format, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trial Balance printouts of September 30 and any other time periods requested by auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30, and any other time periods requested by auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. File containing end of year general ledger, revenue and expenditure balances for all accounts in the Town's accounting system for download into auditor software.
5. File containing year-to-date detail information for all general ledger, revenue and expenditure accounts in the Town's accounting system.
6. The Town will prepare confirmation letters for the auditor.
7. The Town will provide the auditor with access to paid invoices, canceled checks, payroll information and other supportive documentation as requested by the firm.
8. For other information, please contact the Deputy Town Clerk and/or the assigned designee.

2-7 CONTRACTS, BILLING AND PAYMENT

1. The Town of Hypoluxo expects to sign a firm fixed price contract with the successful proposer for a five (5) year period with the expectation that that contract may be renewed thereafter on an annual basis subject to the mutual consent of the Chief Executive Officer and the proposer and approval of the Town Council.
2. The proposer shall submit a flat fee for each of the five years covered by the request for proposals. Fees for additional years shall be mutually agreed upon between the Town and Auditor.
3. Progress payments not to exceed 75% of the total fee may be made upon the request of the proposer upon completion of the audit fieldwork. Progress billings may be submitted on a monthly basis. Final payment shall be made upon receipt and acceptance of the final CAFR by the Town Council and upon request by proposer.

2-8 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be the Town's Chief Executive Officer and/or designee.

2-9 CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be included in the award contract.

Town of Hypoluxo

AUDIT SERVICES

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, five (5) paper copies and one (1) electronic copy on CD – Rom or flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

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

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **five (5) copies and the CD-Rom/flashdrive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be written.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the audit services, and a statement that the proposal remains in effect for one hundred eighty (180) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth in this Request for Proposal.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements to complete the Audit Services.

The technical proposal should address all of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER

An introductory letter, introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state that the Proposer understands the audit services to be completed, and make a positive commitment to perform and complete the audit and related services.

Section 2: APPROACH TO THE PROJECT

The proposal shall include a description of the proposed audit engagement, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- Overall approach and methods to achieve a satisfactory audit engagement
- Describe involvement of Town staff
- Describe the current work load
- Methodology intended to implement and accomplish the audit, including sampling techniques and analytical procedures
- All fees and charges

Section 3: PAST EXPERIENCE

The proposal shall include past performance, including the total number of similar locations successfully audited. Proposals will only be considered from qualified firms.

The following information shall be included regarding the Company's experience in governmental auditing:

Provide a minimum of five (5) references for which you provided a similar audit service within the past five years of the scope and nature required by this RFP. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Letters of Commendations or Recommendation may be included in this section.

Section 4: OPERATIONAL INFORMATION

Proposers shall submit the following information as described in the sections below:

- A) Office locations
- B) Staffing levels at office locations
- C) Hours of operation
- D) Proposed staffing levels
- E) Provide resumes of all persons who will be involved in the engagement of the audit services

Section 5: Proposer Disclosure Forms

Non-collusive Affidavit
Proposer's Certification Form
Proposer's Qualification Statement
Public Entity Crimes Form
Drug Free Workplace Certification

Section 6: COST DETAIL

Propose a fee schedule for use of the service and schedule of fees for completion of all the Audit Services required.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **“Request for Proposal – Audit Services”**.

TOWN OF HYPOLUXO

AUDIT SERVICES

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD - The Town will select proposals deemed most qualified based on the submittal criteria. The Auditor Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE – The Auditor Selection Committee will convene, review, discuss, and rank all proposals submitted.

4-3 REVIEW OF PROPOSALS - The Auditor Selection Committee will use a point/percentage formula during the review process to score proposals. After the deadline for receipt of proposals, the Auditor Selection Committee will receive and preliminarily review each submission prior to the Auditor Selection Committee’s evaluation meeting.

4-4 EVALUATION CRITERIA - The criteria and weights, established by the Auditor Selection Committee, and as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria.

4-5 SELECTION - Auditor selection and the award of contract shall be conducted in accordance with all state statutory requirements and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist of the three firms deemed to be the most highly qualified. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate contract(s) with the top ranked firm(s), or succeeding ranked firms should negotiations fail. Award (s) shall be based on all the information submitted by the firms and a thorough review of all references provided based upon criteria set forth herein.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Auditor Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Auditor Selection Committee. Additionally, during the oral presentations, the proposers shall include (but not be limited to) their approach to the project. The proposed Project Manager should be in attendance. Finalists will be informed as to the revised evaluation criteria prior to their oral presentation.

4-7 FINAL SELECTION - The Auditor Selection Committee will submit the recommended award to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town in accordance with Section 218.391, Florida Statutes. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town’s decisions will

be final.

TOWN OF HYPOLUXO
AUDIT SERVICES
EVALUATION CRITERIA

C r i t e r i a	Weig ht
<p>Qualifications and Experience/Ability of Professional Personnel</p> <ul style="list-style-type: none"> • Quality of the professional personnel to be assigned to the engagement and the quality of the firm’s management and support personnel • Availability of qualified personnel • Audit firm meets applicable independence criteria • Key personnel receive adequate continuing professional education • Evidence of licensing, completion of quality control review • Demonstrated experience of performing quality municipal audits • The firm’s past experience and performance with CAFR • Technological capabilities • References 	40%
<p>Audit Approach</p> <ul style="list-style-type: none"> • Adequacy of the overall audit plan for the engagement • Approach to documentation and review of the comprehensive framework of internal and administrative controls • Adequacy of proposed staffing plan (hours, level, and percentage of time) for the various segments of the engagement • Adequacy of sampling techniques • Adequacy of analytical procedures • Ability to meet time frames and delivery dates 	40%
<p>Fee</p> <ul style="list-style-type: none"> • Completed Fee Schedule Worksheet • Pricing Structure • Additional fees 	10%

<p>Other</p> <ul style="list-style-type: none">• Overall completeness, clarity and quality of proposal• Evidence of insurance coverage• Volume of work in progress• Location of firm	10%
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TOWN OF HYPOLUXO

AUDIT SERVICES

Attachment A - Proposal Response Forms

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
FAX:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

TOWN OF HYPOLUXO

AUDIT SERVICES

PROPOSER REFERENCES	
<p>Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Auditing Services). The Town may contact some of the Proposer’s current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal’s ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal’s performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;">Excellent: Frequently exceeds client reference’s specifications/requirements</p> <p style="margin-left: 40px;">Good: Meets client reference’s specification/requirements.</p> <p style="margin-left: 40px;">Poor: Frequently does not meet client reference’s specifications / requirements</p>	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	

CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

TOWN OF HYPOLUXO

AUDIT SERVICES

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: _____/_____/_____

By

Title

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2020.

Notary Public - State of Florida at Large (Printed, typed or stamped commissioned name of notary public)

TOWN OF HYPOLUXO

AUDIT SERVICES

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. The undersigned hereby proposes to furnish the services specified in the RFP. Furthermore, the undersigned agrees to abide by all conditions of this RFP. The undersigned certifies that all information contained in this submittal is truthful to the best of his/her knowledge and belief. The undersigned further certifies that he/she is duly authorized to submit this Proposal on behalf of the firm or entity submitting the Proposal and that the Proposer is ready, willing and able to perform if awarded the contract.

The undersigned further certifies that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; that no officer, employee or agent of the Town of Hypoluxo or other Proposer has any interest in the Proposal; and that the undersigned executed this Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

E-MAIL ADDRESS

NAME OF BUSINESS

BY:

SIGNATURE

Sworn to and subscribed before me
this day of , 2019.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES:

CITY, STATE, ZIP CODE

PERSONALLY KNOWN

TELEPHONE NUMBER

OR PRODUCED

TOWN OF HYPOLUXO

AUDIT SERVICES

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Hypoluxo

ADDRESS: 7580 South Federal Highway
Hypoluxo, FL 33462

CIRCLE ONE

SUBMITTED BY _____

Corporation
Partnership
Individual
Other

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____
The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of five (5) representatives of Florida Municipal agencies with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Printed Name

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

TOWN OF HYPOLUXO

AUDIT SERVICES

PUBLIC ENTITY CRIMES FORM

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 Town of Hypoluxo
(Print name of the public entity)

By _
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is _

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. 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, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest 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 prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

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

 The entity submitting this sworn statement, or one or more of its officer’s 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 of more of its officer’s 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

Proposer's Signature

Date

The foregoing document was sworn and subscribed before me this _____ day of _____, 2020 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

TOWN OF HYPOLUXO

AUDIT SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Business

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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Proposer's Signature

Date

TOWN OF HYPOLUXO

**AUDIT SERVICES
SCHEDULE OF PROFESSIONAL FEES**

Financial Statement Audit FY 2020 – 2024

Item	Period	Financial Statement Audit / CAFR
1	September 30, 2020	\$
2	September 30, 2021	\$
3	September 30, 2022	\$
4	September 30, 2023	\$
5	September 30, 2024	\$

Item	Title	Proposed Number of Hours	Percentage of Time on Engagement
1	Partner		
2	Manager		
3	Supervisor Staff		
4	Staff		
	Total		

Single Audit and Additional Services (If Required)

Item	Title	Hourly Rate
1	Partner	
2	Manager	
3	Supervisor Staff	
4	Staff	

Signature and Date _____

Name/Title/Company _____

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.