



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

PROFESSIONAL AUDITING SERVICES

REQUEST FOR PROPOSALS
NO. 2024-11

ANNOUNCED
BY THE
AUDITOR SELECTION COMMITTEE

CITY OF WESTON, FLORIDA

REQUEST FOR PROPOSALS NO. 2024-11

PROFESSIONAL AUDITING SERVICES

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SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively "CITY") will be accepting sealed proposals for:

PROFESSIONAL AUDITING SERVICES
REQUEST FOR PROPOSALS ("RFP") NO. 2024-11

The CITY is requesting proposals from qualified firms to provide professional auditing services of financial statements for the CITY. Section 218.39 of the Florida Statutes requires an annual financial audit of CITY accounts and records by an independent certified public accountant.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

PROPOSER QUALIFICATION

PROPOSERS shall have a minimum of five (5) years of providing audit services to municipalities in Florida of a similar complexity and size as the CITY. Proposers shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.

At least 80% of municipal Annual Comprehensive Financial Reports (ACFR) completed by PROPOSERS during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting. PROPOSERS shall be licensed to practice as a CPA in the State of Florida.

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on November 25, 2024 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening: RFP No. 2024-11, Professional Auditing Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m71db7951eee5d96bc2f54bb0a643d15a You may also connect to: www.webex.com <ul style="list-style-type: none">• Click "Join a Meeting"• Enter Event/Meeting Number
Date and Time:	Monday, November 25, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)

Event Number:	2313 243 9291
Event Password:	Audit (28348 when dialing from a phone or video system)
Audio conference:	Join by phone 415-655-0001 US Toll Access code: 2313 243 9291

AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy RFP No. 2024-11, Professional Auditing Services by visiting the CITY’s Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with “RFP No. 2024-11, Professional Auditing Services”** in the subject line, at least five business days prior to submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor, Auditor Selection Committee Chair;
Mary Molina-Macfie, Commissioner, Auditor Selection Committee Member;
Byron L. Jaffe, Commissioner, Auditor Selection Committee Member;
Henry Mead, Commissioner, Auditor Selection Committee Member; and
Chris Eddy, Commissioner, Auditor Selection Committee Member.

The details of the CITY’s Cone of Silence are set forth in Section 32.10 of the City Code.

The Auditor Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;
 - B. Waive any informality in a proposal;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: October 24, 2024

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The CITY is requesting proposals from qualified firms to provide professional auditing services of financial statements for the CITY. Section 218.39 of the Florida Statutes requires an annual financial audit of CITY accounts and records by an independent certified public accountant.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER(s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by PROPOSER upon request.

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. PROPOSER's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

2.4 Proposal Copies and Original

The Proposal package shall contain one (1) unbound complete set of original documents and eight (8) bounded copies, which shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

2.5 Proposal Packaging

The proposal shall include all items identified in the above Section 2.4 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples. The outside of the sealed package must clearly indicate the submitting "**RFP No. 2024-11, Professional Auditing Services**". PROPOSER's name, address, telephone number and a specific contact person should be included on the outside of the box.

All PROPOSERS are advised that the CITY shall not supply or sell materials to PROPOSERS in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

2.6 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.
- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.7 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The following forms shall be completed and submitted with the Proposal:

- Proposal Form 1: PROPOSER 's Statement of Organization
- Proposal Form 2: Personnel
- Proposal Form 3: References
- Proposal Form 4: Non-Collusion Affidavit
- Proposal Form 5: Drug-Free Workplace
- Proposal Form 6: Independence Affidavit
- Proposal Form 7: Acknowledgment of Addenda
- Proposal Form 8: Scrutinized Companies
- Proposal Form 9: E-Verify Affidavit
- Proposal Form 10: Public Entity Crimes
- Proposal Form 11: Certification to Accuracy of Proposal
- Proposal Form 12: Noncoercive Affidavit
- Copy of CPA License issued by the State of Florida

F. The following item shall be submitted in a sealed envelope by the top three Proposers selected for interview by the Auditor Selection Committee:

- Exhibit B: Fee Schedule

G. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).

- Exhibit A: Certificate of Insurance

2.8 Submittal, Receipt and Opening of Proposals

A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.

C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.9 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.

B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

2.10 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.11 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

2.12 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

2.13 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

2.14 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.

- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

2.15 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - 1. Reject any or all proposals;
 - 2. Waive any informality in a proposal;
 - 3. Waive any deficiency or irregularity in the selection process;
 - 4. Accept or reject any or all qualifications statements in part or in whole; and
 - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
 - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - 3. In the event of a sole proposal, reject the sole proposal.

2.16 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.17 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.18 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY proof of insurance as required herein.

2.19 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
 - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
 - 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
 - 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
 - 5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

2.20 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

2.21 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all AUDITORS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the AUDITOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes and has executed the required affidavit attached hereto and incorporated herein.

2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

2.26 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Auditor Selection Committee

Proposals submitted shall be evaluated by the Auditor Selection Committee. Auditor Selection Committee shall convene at publicly noticed meetings to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Auditor Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Auditor Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Litigation history
- C. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- D. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- E. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- F. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. Initial Evaluation Meeting: The Auditor Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. The Auditor Selection Committee shall first review each of the proposals and proposers to determine if responsiveness and responsibility based upon the factors in Section 3.4. If the Auditor Selection Committee determines that any proposal and proposer is not responsive and responsibility, that proposer shall not be considered for ranking. Each member of the Auditor Selection Committee shall then evaluate and rank each remaining proposal in each of the categories listed Section 3.5(C) (except for Price), each of which shall be given equal weight, and compute a ranking. The Director of Procurement and City Attorney, or designee, shall tally the rankings and announce the initial ranking. A sample of the ranking form used by the Auditor Selection Committee is included in this Section. Based upon the initial rankings, the Auditor Selection Committee shall short-list the top three (3) PROPOSERS for interviews and oral presentations.
- B. Final ranking. The Auditor Selection Committee shall convene at a publicly noticed meeting to interview the three top ranked firms based upon the initial ranks and then do a final ranking of the proposers based upon the categories listed in Section 3.5(C), including price, each of which shall be given equal weight. The final ranking of the short-listed PROPOSERS shall be independent from the initial ranking. The Director of Procurement and the City Attorney, or designee, shall tally the rankings and announce the final rankings. In the event of a tie, the CITY shall break the tie by

drawing lots at the publicly noticed meeting. Based on the final rankings resulting from the process described above, the Auditor Selection Committee will make a recommendation for award of the Agreement.

C. Factors

The following are Mandatory Elements and Evaluation Factors established by the Auditor Selection Committee at its publicly noticed meeting held on October 21, 2024. Proposals shall adhere to the Mandatory Elements. Proposals which adhere to the Mandatory elements, shall then be evaluated and ranked based on the Technical Qualifications.

1. Mandatory Elements (Minimum Qualifications)

- a) An affirmative statement indicating the firm is independent of the City of Weston as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.
- b) No conflicts of interest.
- c) The firm and all assigned key professional staff must be registered/licensed public auditors in Florida.
- d) Adhere to all RFP instructions.
- e) Submit last external quality control review report.
- f) Location of field office in Broward, Miami-Dade or Palm Beach Counties.
- g) Assurances of audit completion.
- h) An affirmative statement indicating the firm is capable of creating an ACFR which complies with the provisions of the Americans with Disabilities Act (ADA).
- i) The firm shall have a minimum of five (5) years of providing Audit Services to municipalities in Florida of a similar complexity and size as the CITY.
- j) The firm shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued.
- k) At least 80% of municipal ACFRs completed by Proposers during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- l) Proposers shall be licensed to practice as a CPA in the State of Florida.

2. Evaluation Factors

1. Ability of Personnel: Partner, Supervisory/Staff Qualifications and Experience
 - a) Identify and provide resumes for staff to be assigned to audit, including information on continuing professional education.
 - b) Identify and provide resumes for staff or consultants responsible for ensuring the ACFR complies with the provisions of the ADA, including information on related continuing professional education.
 - c) Describe the experience in conducting similar government audits of the individuals to be assigned to the engagement.
 - d) Describe the organization of the proposed audit team, including ADA compliance staff or consultants.
2. Experience: Proposer's Qualifications and Experience
 - a) Description of firm.
 - b) Information on results of any federal or state desk or field reviews of its audits during the last three years.
 - c) Information on circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff during the past three years with state regulatory bodies or professional organizations.
 - d) A summary of any litigation filed against the Proposer in the past five years which is related to the services the Proposer provides in the regular course of business.
3. Ability to Furnish the Required Services: Similar Engagements

List and rank the five (5) most significant municipal engagements in the last five (5) years that are similar to the engagement described in this RFP, excluding any engagements with the City of Weston, if applicable.
4. Specific Audit Approach:
 - a) Proposed schedule of the engagement.
 - b) Staffing assignments and levels to be designated to each proposed segment of the engagement.

- c) Sampling techniques.
 - d) Extent of use of electronic data processing software.
 - e) Analytical procedures.
 - f) Approach to be taken to gain and document an understanding for the City of Weston's internal control structure.
 - g) Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - h) Approach to be taken in determining audit samples for purposes of test compliance.
 - i) Describe any municipal staff support anticipated for the engagement.
5. Price (only being considered in the final ranking of the top three (3) Proposers after interview/oral presentations).

3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank. No subcontracting shall be allowed.

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SAMPLE RANKING FORM

Preliminary Technical Qualifications Rankings					
Qualifications		Firm #1	Firm #2	Firm #3	Firm #4
1	Ability of Personnel				
2	Experience				
3	Ability to Furnish the Required Services				
4	Specific Audit Approach				
5	Price (excluded from initial ranking)				
TOTAL:					
RANKING:					

Rankings After Interview/Oral Presentations				
Qualifications		Firm #1	Firm #2	Firm #3
1	Ability of Personnel			
2	Experience			
3	Ability to Furnish the Required Services			
4	Specific Audit Approach			
5	Price			
TOTAL:				
RANKING:				

APPENDIX "A"
DESCRIPTION OF THE GOVERNMENT

A. Purpose

As recommended in the GFOA Handbook and the Florida Auditor General, Auditor Selection Guidelines, this Appendix contains a brief description of the government and its accounting systems and financial reporting structures. The auditor's principal contact with the City of Weston will be Darrel Thomas, Assistant City Manager/CFO, or a designated representative, who will coordinate the assistance to be provided by the City of Weston to the auditor.

B. Background Information

The City of Weston covers an area of 25.5 square miles and serves a population of 68,249. The City of Weston's fiscal year begins on October 1st of each year and ends on the following September 30th.

The City of Weston provides the following services:

1. General Administrative Services
2. Municipal Financial Services
3. Municipal Legal Services
4. Public Records Services
5. Police Services
6. Fire Rescue and Emergency Medical Services
7. Park and Recreation Services
8. Water Management Services
9. Road and Right-of-Way Services
10. Water and Wastewater Services
11. Planning and Zoning Services
12. Building and Permitting Services
13. Building Code Services
14. Engineering Services
15. Solid Waste and Recycling Services
16. Code Compliance Services

More detailed information on the government and its finances can be found in The Budget Documents and the Annual Comprehensive Financial Reports. These reports are available on the City's website at: <https://www.westonfl.org/government/finance>

Proposers may view the City Charter and Code of Ordinances by visiting the following websites:

[http://library.amlegal.com/nxt/gateway.dll/Florida/weston fl/charter?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:weston fl](http://library.amlegal.com/nxt/gateway.dll/Florida/weston_fl/charter?f=templates$fn=default.htm$3.0$vid=amlegal:weston_fl)

<http://www.amlegal.com/codes/client/weston fl/>

For assistance in obtaining documentation, Cindy Tao, Director of Accounting should be contacted at ctao@westonfl.org.

C. Fund Structure

The City of Weston uses the following fund types in its financial reporting:

Fund Type	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General Fund	2	2
Special Revenue Funds	12	12
Capital Project Funds	1	1
Enterprise Funds	1	1
Agency Funds	0	0
Debt Service Funds	2	2

D. Budgetary Basis of Accounting

The City of Weston prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Pension Plans

The City of Weston does not sponsor any pension plans. All employees are participants in the Mission Square Retirement Plan, funded by both employer (defined contribution plan) and employee contributions (deferred compensation plan). Elected officials are eligible to participate in the Florida Retirement System (FRS).

F. Blended Component Units

The City of Weston is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, the blended component units are included in the City of Weston's financial statements. The management of the City of Weston identified the following blended component units for inclusion in the City of Weston's financial statements:

For the Indian Trace Development District services provided include:

1. Stormwater Management Services
2. Road and Right-of-Way Services
3. Water and Wastewater Services

The Indian Trace Development District provides operation and maintenance services to the majority of the land area of the CITY. Major service components within the District's budget include Stormwater Management, Rights-of-Way Maintenance, and Water and Sewer. Stormwater Management functions include construction and maintenance of lakes, canals, culverts, retention and mitigation areas, as well as aquatic control and stormwater drain cleaning services. Rights-of-Way services include construction and operation of District owned sidewalks, traffic signage, street lighting, irrigation, and landscaping systems. Water and Sewer functions are

comprised of construction, operation and maintenance of the transmission and collection systems, which include water and sewer mains and lines, installation and replacement of water meters and maintenance of sewer lift stations.

Water Management financing has been provided by two promissory notes which on September 30, 2024, amounted to \$20,484.933. The CITY, through the District, acts as agent for the collection and payment of this debt. Funds from the financing constructed the Water Management System in the City.

The Water and Sewer System was constructed with funds from four separate revenue bond issues. There are no outstanding bonds as of September 30, 2024.

For the Bonaventure Development District services provided include:

1. Stormwater Management Services
2. Road and Right-of-Way Services

The Bonaventure Development District commenced operations in July 2001 and provides capital infrastructure, as well as, operation and maintenance services to the Bonaventure neighborhood of the City. Specific service components of the District include Stormwater Management and Rights-of-Way. Stormwater Management functions include maintenance of lakes, canals, culverts, aquatic control and storm water drain cleaning services. Right-of-Ways services include construction and operation of sidewalks, signage, street lighting, irrigation and landscaping. There are no outstanding bonds as of September 30, 2024.

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SECTION 4
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

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FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals. _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____
B. _____
C. _____
D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ___ No ___ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature (Blue Ink Only)

Print Name

Title

Date

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

- A. Name & title
- B. Years of experience with:
 - This company
 - Other similar companies
- C. Education:
 - Degree(s)
 - Year and specialization

 - Certificates
 - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 3

REFERENCES

PROPOSERS shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's References.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000>)

Solicitation Title: _____

Name of PROPOSER: _____

Bid/RFP/RFQ No: _____ Opening Date: _____

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (Person): _____

2. Name of Firm/Agency: _____

3. Title/Position: _____

4. Email Address: _____ Phone #: _____

5. What type of work or service has the PROPOSER performed for you or your agency and when?
Description of Work/Title of Project

	Approximate Completion (Month/Year)
--	----------------------------------------

6. What was the approximate contract value of this work? _____

7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the PROPOSER meet the expectations and needs of the project? Yes No

9. Was the PROPOSER generally responsive to your requests? Yes No

10. Is there anything else you wish to let us know about this PROPOSER?

Signature of Reference: _____ Date: _____

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, PROPOSER that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of PROPOSER)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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 a 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.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, AUDITOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8

SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- c. PROPOSER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 9

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all AUDITORS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 10

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

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

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 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 Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 11

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 11

CERTIFICATION TO ACCURACY OF PROPOSAL

(CONTINUED)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

Signature (Blue Ink Only)	Date
Print Name	Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by

(Name of person acknowledging) as *(Title)*

for _____.
(Company name)

Personally known to me ____ or has produced Identification ____, type of identification produced_____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 12

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____
online notarization, this _____ day of _____, 20____, by

_____ as _____.
(Name of person acknowledging) *(Title)*

for _____.
(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known _____ OR Produced Identification _____

Type of identification Produced _____

AGREEMENT DOCUMENTS

The Agreement located in this Section for the Professional Auditing Services within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

PROFESSIONAL AUDITING SERVICES

RFP No. 2024-11

CITY OF WESTON, FLORIDA

RFP NO. 2024-11

PROFESSIONAL AUDITING SERVICES

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SECTION 5 STANDARDS OF INSURANCE

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SECTION 7 SPECIAL CONDITIONS

SECTION 8 EXHIBIT FORMS

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

AND

FOR
PROFESSIONAL AUDITING SERVICES
RFP NO. 2024-11

This Agreement is made and entered into the _____ day of _____, 20__ among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and _____ ("AUDITOR") for Professional Auditing Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Professional Auditing Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of proposals for Professional Auditing Services and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER _____; and

WHEREAS, CITY Commission has selected AUDITOR for Professional Auditing Services, at the sole discretion of CITY; and

WHEREAS, CITY and AUDITOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin with the provision of audit services for fiscal year ending September 2025 and will be for a five (5) year period through the provision of audit services for the fiscal year ending 2029. No extensions or renewals will be available.

1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if AUDITOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by AUDITOR if CITY is in breach and has not corrected the breach within 10 days after written notice from AUDITOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 6.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 6.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, AUDITOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. AUDITOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by AUDITOR, is given as specific consideration to AUDITOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were

performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to AUDITOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the AUDITOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
8. This Agreement may be terminated for cause or by convenience, without 30 day notice, if the AUDITOR is found to have submitted a false certification on any of the Proposal Forms submitted as part of their Proposal (i.e. Noncoercive Affidavit, Public Entity Crimes, etc.).

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SECTION 2
SCOPE OF WORK

2.1 Intent

The Scope of Work generally consists of auditing the financial statements and preparing the ACFR for the City of Weston, the Indian Trace Development District and the Bonaventure Development District.

The City of Weston 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 CITY also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the Annual Comprehensive Financial Report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the general-purpose financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

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

The AUDITOR is not required to audit the schedule of expenditures of federal awards. However, the AUDITOR is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

2.2 Level of Service

Audit services will be provided for the City of Weston, the Indian Trace Development District and the Bonaventure Development District for the fiscal year ending September 30, 2025, for a five-year term to end with the audit of the fiscal year ending September 30, 2029.

2.3 Fee Schedule

The amount for each item included in Exhibit B, Fee Schedule shall be inclusive of all the costs to complete the work within the proposed completion time.

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SECTION 3

STANDARDS OF WORK

3.1 Intent

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the most current applicable U.S. General Accounting Office's ("GAO") Government Auditing Standards, the most current applicable provisions of the Federal Single Audit Act of 1984 and the most current applicable provisions of U.S. Office of Management and Budget ("OMB") Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments, as well as the following additional requirements:

- A. The most current applicable Codification of Governmental Accounting and Financial Reporting Standards as promulgated by the Governmental Accounting Standards Board.
- B. The most current applicable Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.
- C. The most current applicable Government Auditing Standards published by the Comptroller General of the United States.
- D. The most current applicable Audit and Accounting Guide-Audits of State and Local Governmental Units published by the American Institute of Certified Public Accountants.
- E. The most current applicable Statements and interpretations issued by the Financial Accounting Standards Board.
- F. Rules of the Auditor General for the State of Florida Chapter 10.550 relating to Section 11.45 of the Florida Statutes.
- G. Section 215.97 Florida Statutes, Florida Single Audit Act.

3.2 Reports to be Issued

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

- A. A report on the fair presentation of the general-purpose financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in relation to" the audited financial statements.
- B. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- C. A report on compliance with laws and regulations.
- D. A report on compliance and internal control over compliance applicable to each major federal program.

- E. Reports required by the Single Audit Act Amendment of 1996 to include:
1. An opinion (or disclaimer of opinion) as to whether the financial statements are presented in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 2. A report on internal control related to the financial statements and major programs.
 3. A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements.
 4. A schedule of findings and questioned costs.
- F. In the required report(s) on compliance and internal controls, the auditor shall communicate any material weaknesses or significant deficiencies found during the audit.
1. Material weaknesses are matters in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements, in amounts that would be material in relation to the financial statements being audited, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.
 2. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected.
 3. Significant deficiencies that are also material weaknesses shall be identified as such in the report.
 4. Other matters related to internal control discovered by the auditors shall be reported in the management letter required by Florida Statutes 218.39, which shall be referred to the report on internal control structure and compliance.
- G. Irregularities and illegal acts. AUDITOR shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of, to the City Manager.

3.3 Special Considerations

- A. The City of Weston will send its annual comprehensive financial report to the Government Finance Officers Association (“GFOA”) 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 draft the ACFR and provide any special assistance to the City of Weston needed to meet the requirements of that program.
- B. The ACFR shall comply with the provisions of the Americans with Disabilities Act.
- C. The City of Weston may prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor’s report. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a “consent and citation of expertise” as the auditor and any necessary “comfort letters.”
- D. The Schedule of Expenditures of Federal Awards and related auditor’s report, as well as the reports on compliance and internal controls are to be issued as part of the annual comprehensive financial report.
- E. Arbitrage calculation and monitoring services, if required.

3.4 Working Paper Retention and Access to Working Papers

The CITY is bound by the rules and regulations promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State). All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Weston of the need to extend the retention period.

The AUDITOR will be required to make working papers available, upon request, to the following parties or their designees:

- A. City of Weston.
- B. Cognizant Agency.
- C. Parties designated by federal or state governments or by the City of Weston as part of an audit quality review process.
- D. Auditors of entities of which the City of Weston is a subrecipient of grant funds.
- E. In addition, the AUDITOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the AUDITOR will be required to notify the Assistant City Manager/CFO of the request, as appropriate.
- F. Upon written request by the City Manager, the Auditor shall provide a complete copy

of the working papers, or any portion of the working papers so requested, to the City of Weston.

3.5 Time Requirements

A. Date Audit May Commence

The audit may commence after November 30.

B. Schedule for each Fiscal Year Audit

Each of the following should be completed by the auditor, no later than the dates indicated.

1. Interim Work

The AUDITOR may schedule time during the year for interim work. Any schedule dates shall be requested at least sixty (60) days in advance. Any interim work shall be completed by September 20.

2. Detailed Audit Plan and Programs

The auditor shall provide City of Weston by September 20, both a detailed audit timeline, a list of all requested documents, and a list of all schedules to be prepared by the CITY. The CITY will have all records ready for audit and all management personnel available to meet with the AUDITOR's personnel in accordance with audit timeline. Auditors shall establish a Share File to upload all files for audit requests.

3. Fieldwork

The auditor shall substantially complete all fieldwork by January 15, subject to any adjustments as agreed to in the audit timeline, for the CITY, Indian Trace Development District, and Bonaventure Development District.

4. Draft Reports

The auditor shall have drafts of the audited financial report[s] by February 20 and recommendations to management available for review by the Assistant City Manager/CFO by March 1st.

C. Date Final Report is Due

The AUDITOR shall prepare the ACFR, draft financial statements, notes and all required supplementary schedules (CITY will prepare statistical data), along with the opinion letter, management letter and all requested reports shall be delivered for the CITY, the Indian Trace Development District, and the Bonaventure Development District by March 15 to the Assistant City Manager/CFO and Director of Accounting electronically.

3.6 Assistance to Be Provided to the AUDITOR and Report Preparation

A. Financial Services Department and Clerical Assistance

The Department of Financial Services staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. Requests for documents shall be in writing in an enumerated list which includes request date, a detailed description of the requested information, and the due date.

The preparation of confirmations will be the responsibility of City of Weston. In addition, clerical support will be made available to the AUDITOR for the preparation of routine letters and memoranda.

B. Information Technology (IT) Assistance

Certain IT personnel will be available to assist the AUDITOR in performing the engagement. IT personnel will also be available to provide access to our software in the format of "read only" and provide systems documentation and explanations. The auditor will not be provided the use of the City of Weston's computer hardware.

C. Work Area, Telephones, Photocopying and Scanning

The City of Weston will provide the AUDITOR with reasonable workspace, desks and chairs. The AUDITOR will be provided with access to telephone, photocopying, and scanning facilities subject to availability at the CITY.

D. Report Preparation

ACFR preparation and editing shall be the responsibility of the AUDITOR. The City of Weston shall be responsible for printing.

E. City Attorney

City Attorney shall review and have approval of the litigation section of the ACFR prior to its publication.

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SECTION 4

STANDARDS OF AUDITOR

4.1 Intent

The CITY requires professional auditing services of financial statements. Section 2018.39 of the Florida Statutes requires an annual financial audit of CITY accounts and records by an independent certified public accountant.

4.2 Facilities

The CITY reserves the right to inspect AUDITOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the AUDITOR has a bona fide place of business and is a responsible AUDITOR.

4.3 Identification

AUDITOR shall not use or create any badge containing the CITY name, logo or any other reference thereof for identification. AUDITOR shall use only a CITY issued identification badge.

4.4 Experience

AUDITOR shall have a minimum of five (5) years of providing audit services to municipalities in Florida of a similar complexity and size as the CITY. AUDITOR shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.

At least 80% of municipal ACFRs completed by AUDITOR during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting. Proposers shall be licensed to practice as a CPA in the State of Florida.

4.5 License to Practice in Florida

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

4.6 External Quality Control Review Report

The firm shall submit a copy of its most recent external quality control review report, with a statement whether that quality control review includes a review of specific government engagements.

4.7 Relationship Contact

The AUDITOR shall maintain at a minimum one Relationship Contact for this contract based at a principal or branch location within Florida. The Relationship Contact shall be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact shall be able to manage all facets of the contract. The

Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all audit services and additional services and coordinating these with the CITY. The Relationship Contacts shall use their experience and training to prevent, detect and control adverse conditions.

4.8 Drug-Free Workplace

AUDITOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.9 Field Office in Broward, Miami-Dade, or Palm Beach County

The firm shall provide the address of its field office in Broward, Miami-Dade or Palm Beach County which will be the local site for audit staff.

4.10 Assurance of Audit Completion

The firm shall provide an assurance that the audit will be completed in a timely manner. One example of such assurance is liability insurance with coverage to include products and completed operations, as set forth in this Agreement.

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SECTION 5

STANDARDS OF INSURANCE

5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. AUDITOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to AUDITOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. AUDITOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. AUDITOR'S insurance shall be Primary and non-contributory.
- L. AUDITOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

5.2 Specific Coverage

The following specific insurance coverages **apply** or **do not apply** to this solicitation:

- Workers Compensation:** AUDITOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.
- Commercial General Liability:** AUDITOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability:** AUDITOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Pollution Liability:** For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- Professional Liability:** AUDITOR shall maintain Professional Liability insurance for both the AUDITOR and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall

be performed in the area of the hazardous material until the AUDITOR provides the following coverage(s) as determined solely by the CITY.

- Cyber Liability: AUDITOR shall obtain, at AUDITOR's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of AUDITOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by AUDITOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.

- Builders' Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

- Builders' Risk – Installation Coverage: For installation, AUDITOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

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SECTION 6
GENERAL CONDITIONS

6.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

6.2 Exemption Prohibition

AUDITOR agrees and acknowledges that AUDITOR is prohibited from exempting any provisions of this Agreement.

6.3 Failure to Comply with Provisions

AUDITOR agrees and acknowledges that AUDITOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

6.4 Additional Services

If it should become necessary for CITY to request AUDITOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

6.5 Compensation

A. The amount of compensation payable by CITY to AUDITOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by AUDITOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by AUDITOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate AUDITOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon AUDITOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

B. AUDITOR may submit an invoice for compensation, developed and agreed upon by City Manager and AUDITOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to AUDITOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2026 and each October 1st thereafter, AUDITOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

6.6 Taxes

AUDITOR shall not be entitled to CITY'S tax-exempt benefits.

6.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or AUDITOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

6.8 No Contingency Fees

AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AUDITOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AUDITOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If AUDITOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the

Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of AUDITOR, or the sale of a controlling interest in AUDITOR, or any similar transaction, AUDITOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

6.10 Compliance with Applicable Laws

AUDITORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of AUDITOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

6.11 Familiarity with Laws and Ordinances

AUDITOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If AUDITOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

6.12 Advertising

AUDITOR agrees not to use this Agreement as a part of any advertising or AUDITOR sponsored publicity without the express written approval of City Manager or designee.

6.13 Indemnification

- A. AUDITOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of AUDITOR, its officials, agents, employees or subcontractors in the performance of the services of AUDITOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. AUDITOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses

and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

- C. AUDITOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by AUDITOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. AUDITOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by AUDITOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. AUDITOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to AUDITOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

6.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of AUDITOR that are related to this Agreement. AUDITOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. AUDITOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which AUDITOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.

3. Such retention of such records and documents shall be at AUDITOR'S expense.
 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to AUDITOR'S records, AUDITOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AUDITOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 5. AUDITOR shall respond to the reasonable inquiries of successor AUDITORS and allow successor AUDITORS to receive working papers relating to matters of continuing significance.
 6. AUDITOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for AUDITOR'S services.
- C. Public Records: AUDITOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
 4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of AUDITOR shall be delivered by AUDITOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by AUDITOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, AUDITOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. AUDITOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. Policy of Non-Discrimination: AUDITOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. AUDITOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. Public Entity Crime Act: AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a AUDITOR, AUDITOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a AUDITOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, AUDITOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.
- F. Third Party Beneficiaries: Neither AUDITOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in

writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

AUDITOR: _____

H. Conflicts: Neither AUDITOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AUDITOR’S loyal and conscientious exercise of judgment related to its performance under this Agreement.

1. AUDITOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, AUDITOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AUDITOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

I. Materiality and Waiver of Breach: CITY and AUDITOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY’S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or AUDITOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between AUDITOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.

- P. Incorporation by Reference: The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by AUDITOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to AUDITOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by AUDITOR, AUDITOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY’s rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and AUDITOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 7
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

Commission

CITY OF WESTON, through its City

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 20__

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 20__

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

Patricia A. Bates, MMC, District Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: _____
Jamie Alan Cole, District Attorney
____ day of _____, 20__

By: _____
Margaret Brown, Chair
____ day of _____, 20__

By: _____
Donald P. Decker, District Manager /CEO
____ day of _____, 20__

(DISTRICT SEAL)

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair
____ day of _____, 20__

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO
____ day of _____, 20__

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney
____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

AUDITOR:

By: _____

_____ day of _____, 20____

SECTION 8
EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/AUDITOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B

COMPENSATION SCHEDULE