

City of Opa-locka



RFP NO: 21-1115200

REQUEST FOR PROPOSAL (RFP)

INDEPENDENT AUDITING SERVICES



CITY OF OPA-LOCKA
INDEPENDENT AUDITING SERVICES

RFP NO. 21-1115200

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Table of Contents.....	2
Advertisement.....	3
Part I - Proposal Guidelines.....	4
Part II - Nature of Services Required.....	10
Part III - Proposal Requirements.....	16
Part IV - Evaluation of Proposals.....	18
Proposer Qualifications.....	21
Price Proposal.....	22
Debarment, Suspension Certification.....	24
Drug-Free Certification.....	26
Non-Collusion Affidavit.....	27
Non-Discrimination Affidavit.....	28
E-Verify Form	29



CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS
RFP NO: 21-1115200
Independent Auditing Services

Sealed Proposals for Financial Accounting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Monday, November 15, 2021 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Independent Auditing Services**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 21-1115200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on **Tuesday, October 26, 2021 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via Zoom. The purpose of this meeting is to provide an overview of this Solicitation and to answer any questions by participants. To participate by Zoom please use the call in information listed below:

<https://us02web.zoom.us/j/88074326637?pwd=YmtEODdKQnJvc21QTjUvN3ByZm9tQT09>

Meeting ID: 880 7432 6637

Passcode: 780777

One tap mobile

+13017158592,,88074326637#,,,*780777# US (Washington DC)

+13126266799,,88074326637#,,,*780777# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Joanna Flores, CMC
City Clerk



CITY OF OPA-LOCKA

RFP NO. 21-1115200

INDEPENDENT AUDITING SERVICES

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified and experience firms to provide the City with Independent Auditing Services in accordance with the provisions set forth in this Request for Proposal.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Monday, November 15, 2021. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-1115200 – Independent Auditing Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Please be advised that Proposals received by the City become "public

records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. Professional Liability Insurance coverage with limits not less than \$1,000,000 per Occurrence/\$2,000,000 Aggregate (Including Policy Number and Policy Period);
- 4.The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on

the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protest of any city recommendation for an award in response to a request for proposals shall be filed with the city clerk and mailed by the protesting party to all responders to the bid proposal within seventy-two (72) hours of the city's recommendation for an award or the city's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, and shall include all pertinent documents and evidence. The protest letter to the city clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of five hundred dollars (\$500.00) representing the filing fee, plus a cost bond in the amount of two thousand five hundred dollars (\$2,500.00) to reimburse the city for all administrative costs associated with the appeal process. The two thousand five hundred dollars (\$2,500.00) bond shall be returned to the protester if the protester prevails in the hearing before the hearing examiner/special master. If the protester does not prevail the city shall keep the bond. Any grounds not stated shall be deemed waived.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

DESCRIPTION OF CITY

The City of Opa-locka, a home rule community as defined by the Florida Constitution, was incorporated in 1926. The City of Opa-locka was the vision of aviation pioneer, Glen Curtiss. Opa-locka is an urban community occupying 4.2 square miles in the North-Western area of Miami-Dade County, Florida. The city boundaries are as follows: on the North-NW 151st Street, on the South - N.W. 125th Street, on the East – NW 45th Avenue on the West. On May 14, 1926, Opa-locka was chartered as a town by twenty-eight registered voters.

Policy making and legislative authority are vested in the City Commission, which consists of the Mayor, Vice-Mayor and three Commissioners. The City Commission is responsible, among other things, for passing ordinances, adopting the budget, appointing committees and hiring the City Manager, City Clerk and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Commission, for overseeing the day-to-day operations of the City, and for appointing the heads of the City's departments.

The City provides a full range of services including police protection and public safety, the construction and maintenance of streets and other infrastructure, community development, general services administration and the operating of the water and sewer facilities.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City's Annual Financial Reports (CAFR) is available for review on the City's website.

Proposers are encouraged to thoroughly review the information contained therein, in order to become familiar with the City and its operation.

A. Annual Examinations - The Firm selected as a result of this RFP shall provide independent auditing Services to the City to examine the financial statements of the City, beginning with the financial statements for fiscal year ending September 30, 2020 and ending after the completion and submission of the audit report for the fiscal year ending September 30, 2021. The annual examinations by the Proposer shall include, but not be limited to, the following:

1. **Financial Audit** - The contracted CPA firm will perform a Financial Audit in accordance with generally accepted auditing standards, government auditing standards, Federal OMB Circular A-133 (including necessary filings) and Florida Statutes. The primary purpose of the audit is to express an opinion on the financial statements of the City. The examination and procedures related hereto contemplate the review of a Comprehensive Annual Financial Report (CAFR) if and when it is prepared by the City. The audit procedures used should be sufficient to enable the Proposer to express an opinion on the fairness with which the financial statements present the financial position of the City and the results of its operations and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the City were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes and the City of Opa-locka Ordinance.
2. **Review of Internal Controls** - An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with applicable laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Firm shall perform tests of controls and properly document its assessment.

Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

3. **Management Letter** - A management letter will be issued in compliance with the City Ordinance that contains significant audit findings which, among other matters, shall include the following material items noted during the performance of the audit:

- a. A statement as to whether or not inaccuracies, shortages, defalcations, fraud and/or violations of laws, rules, regulations and contractual provisions reported in the preceding annual financial audit report have been corrected.
- b. Statement as to whether or not recommendations made in the preceding annual financial audit report have been followed.
- c. A statement as to whether or not the City is in a state of financial emergency as a consequence of conditions described in Section 218.503(1), Florida Statutes. When there has been a determination that the City is technically in a state of financial emergency, but is not in financial difficulty or experiencing a financial crisis, the Management Letter shall explain the basis for that conclusion. (For example – the explanation should describe accounting practices that place the deficits in the proper perspective) When there has been a fund balance or retained earnings deficit for two consecutive years and a determination has been made that there is no financial emergency the Management Letter shall explain the circumstances that led to that conclusion. (For example – the explanation should identify specific resources of the City that are available to cover the deficits).
- d. Recommendations to improve the City’s present financial management, accounting procedures and internal controls. This shall include recommendations addressing deteriorating financial conditions disclosed pursuant to Section 218.39(5), Florida Statutes.
- e. A statement as to whether or not the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
- f. Violations of laws, rules, regulations and contractual provisions that:
 - (a) have occurred or are likely to have occurred;
 - (b) were discovered within the scope of the financial audit, and;
 - (c) may or may not have materially affected the financial statements
- g. Illegal or improper expenditures discovered within the scope of the financial audit which may or may not materially affect the financial statements.
- h. Other matters requiring correction which may or may not materially affect the financial statements reported on, including, but not limited to:
 - (a) Improper or inadequate accounting procedures (i.e. – the omission of required disclosures from annual financial statements)
 - (b) Failures to properly record financial transactions
 - (c) Other inaccuracies, shortages and instances of fraud representing reportable conditions discovered by, or that come to the attention of, the Auditor.

The Firm shall be required to make an immediate written and oral report to the designated City Representative(s) of all significant irregularities and any illegal acts as they become known to the Firm.

4. **Data Processing Review** – The Firm will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations. The Firm shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Firm shall report the following information it deems appropriate:

- a. Specific comments in the above areas for the City’s major computer systems.
- b. Overall conditions of internal control in computer environment.
- c. Significant weakness in internal control in data processing.

- B. **Federal and State Single Audit** - The contracted CPA firm will perform a Single Audit in accordance with Federal and State Single Audit – The contracted CPA firm will perform a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 2007, the provisions of OMB Circular A-133, Audits of State and Local Governments; and Chapter 10.550 Rules of the Auditor General of the State of Florida in order to report on the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, on the compliance of the City with laws and regulations and on internal controls, as required by the Single Audit Act.

Information related to the Single Audit, including the schedule of Federal Financial Assistance, findings and recommendations, and auditor’s report on the internal control structure and compliance with applicable laws and regulations will be included in a separate report, when completed.

- C. **Additional Services** - If, during the contractual period, additional Services are needed, the Firm may, at the option of the City Manager, be engaged to perform these Services. The Firm shall, upon receipt of a written request from the Finance Director or designee, perform such additional Services. Such Services, if offered by the Firm, may include, but not be limited to:

- (a) Management advisory services;
- (b) Tax consulting services;
- (c) Actuarial consulting services;
- (d) Assistance in the preparation of or performance of extended audit procedures;
- (e) Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements;
- (f) Any additional “In Relation To” reports requested by the City.

The Firm will be compensated in accordance with the schedule of fees established as a result of the selection process. Any fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates agreed upon by

negotiation. Notwithstanding the foregoing, the City Manager may elect, in their sole discretion to engage a third party to conduct such additional services.

E. Time Requirements

1. Commencement of the Audit - The City will have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the Firm upon acceptance of the proposal and approval by the City Council.

2. Schedule of the Fiscal Year Audit - Each of the following shall be completed no later than the date indicated:

a. Audit Plan – Within 15 days of a signed contract, a detailed plan will be provided to the Committee covering interim and year-end audit procedures for the fiscal year ending September 30, 2020 audit for the initial contract year. For the fiscal year ending September 30, 2021, a detailed plan is due within 20 days of the contractor issuing and releasing the September 30, 2020 audit. In each succeeding fiscal year for which audit services will be provided, a detailed plan will be provided to the Committee by July 31 of that year.

b. Fieldwork - For the fiscal year ending September 30 of the initial Contract year fieldwork should commence immediately after presentation of the audit plan. For each succeeding fiscal year, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.

c. Progress Conferences - Progress conferences will be held with the appropriate City personnel at least bimonthly during the course of the Agreement. Such conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

d. Reporting Deadlines - The audit report, in its final form and including the management letter, shall be completed no later than June 15, 2022 for both the audit for fiscal year ended September 30, 2020 and the audit for fiscal year ended September 30, 2021 (or the prior business day as applicable). The report will be presented to the City Commission at its next regularly scheduled meeting, unless the City Commission requests such presentation at an earlier-scheduled Special Commission meeting. In each succeeding fiscal year for which audit services will be provided, the audit report, in its final form and including the management letter, shall be completed each year no later than March 31 of the following year (or the prior business day, as applicable). The report will be presented to the City Commission at its next regularly scheduled meeting, unless the City Commission requests such presentation at an earlier-scheduled Special Commission meeting. The contractor will be required to present at an audit workshop if scheduled by the City Commission.

e. Provide periodic reports to the City assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Financial Accounting Standards Board / Governmental Accounting Standards Board or any other significant financial / accounting matters that may affect the City.

- F. **Working Papers** - In all cases, the Firm will retain all working papers for a period of seven (7) years and will provide the City and/or its assignees access, free of charge, to any or all work papers for a period of seven (7) years.
- G. **Support Personnel** - Support personnel will be made available by the City to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.
- H. **Inclusion** - If any Services, functions or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses to be incurred by the Firm in relation to the Services (an example includes expenses incurred by the Firm if any state or federal agency requires any external review – such as quality control – of the Firm’s Services conducted for the City).

2-2 PROPOSER QUALIFICATIONS

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Independent Auditing Services and must be licensed under Chapters 473, Florida Statutes. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored.

At a minimum, the Respondent shall be licensed to do business in the State of Florida. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following;

• The firms Sunbiz registration

Additional experience requirements:

- a) The Firm is a Certified Public Accounting firm;
- b) The Firm is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida. (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation);
- c) The Firm has performed governmental financial audits and related services for a minimum of five (5) years, preferably as lead auditors;
- d) The Firm has conducted Federal and State Single Audits for at least three (3) governmental entities within the past five (5) years;
- e) The audit firm maintains a permanent office in Broward, Palm Beach and/or Miami-Dade County, Florida;
- f) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards;
- g) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Opa-locka.

- At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.
- Relevant Experience. Respondents must have completed at least three (3) governmental auditing projects similar in size and nature within the past five (5) years.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be two fiscal years with a one year renewal, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation. Each renewal of the agreement is contingent upon approval by the City and continued satisfactory performance by the Vendor in accordance with the terms of the agreement. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of Services.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

1. Cover Letter / Executive Summary
2. Company Background /Qualifications
3. Scope & Methodology
4. Cost Proposal
5. Resumes and Certifications
6. Past Performance & Experience
7. Attachments

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

- 3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach (Scope & Methodology)

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications (Personnel History and Experience)

- 3.2.6.1 Specify the number of years the Proposer has been in business.
- 3.2.6.2 Identify the Proposer’s qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

- 3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.
- 3.2.7.2 Indicate the earliest available start date for your project team.
- 3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services (Cost Proposal)

3.2.9 Tab 8 – References (Past Performance and Experience)

- 3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Financial Accounting Services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
<p>Experience and Qualifications of the Firm Provide a brief introduction narrative letter highlighting the structure of the firm including component firms, legal nature of organization and number of years in existence and primary markets served; Give the location of the office from which the Work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office (the "Home Office") that will be assigned to the City's audit. Included in this narrative shall be a list of any exemptions or assumptions made by the Respondent.</p> <p>1. Specifically address the areas listed in RFP – MINIMUM REQUIREMENTS/ QUALIFICATIONS:</p> <p>a. The Respondent must be a Certified Public Accounting Firm, duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing</p>	40

standards as adopted by the Florida Board of Accountancy. Respondent shall submit copies of active license(s).

b. The Respondent must meet applicable independence criteria requirements including, but not limited to, Government Auditing Standards issued by the Comptroller General of the United States of America (The Yellow Book), Section 473.315, Florida Statutes (Independence) and 61H1-21.001, Florida Administrative Code, Independence. Each Respondent shall provide with their proposal a statement that they meet the appropriate criteria for independence.

c. The Respondent must submit proof that the personnel assigned to this Contract, from their own staff and any proposed sub-consultants, have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards.

d. Respondent submit a copy of the report on its most recent external quality control review, completed within the past three (3) years, with a statement whether that quality control review included a review of specific government engagements.

e. The Respondent must submit proof that it has performed governmental financial audits and related services for a minimum of five (5) years, preferably as lead auditors;

f. The Respondent must submit proof that it has conducted Federal and State Single Audits for at least three (3) governmental entities within the past seven (7) years;

g. The Respondent must satisfy City's minimum insurance requirements, including any requests to be named additional insured.

2. Provide information on whether any disciplinary action has been taken against the firm at the Federal or state level and, if such action has been undertaken, the current status of the action.

3. **References** - Provide a listing of comparable contracts the firm has performed for similar services as those required under this Solicitation for at least three (3) public entities over the last seven (7) years. The listing should identify the following:

- a. Client
- b. Description of work
- c. Total dollar value of the contract
- d. Dates covering the term of the contract
- e. Client contact person, phone number and email
- f. Statement of whether the Proposer was the prime or Sub-consultant
- g. Results of the project

If available, such references should be from public entities within the State of Florida for which the Respondent is currently providing, or has provided, said Services within the

last seven (7) years. Only one reference may be used for services provided for the City of Opa-locka.

Note: Please be advised that it is the sole responsibility of each Proposer to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the information submitted or if the information is incorrect, the Proposer may be deemed NON-RESPONSIVE.

4. Describe the experience and length of time the firm has provided services performing:

- a. Audits of governmental entities, including preparing governmental financial statements in conformance with GASB Pronouncements, Statements and Interpretations.
- b. Federal Single Audit
- c. Florida Single Audit
- d. Special Audits

5. Describe current and projected workloads/contractual obligations and how these obligations will impact the firm's ability to provide the required Services during the required timeline described in Scope of Services

6. Describe any prior experience with State and Federal grant programs.

Key Personnel's Qualifications and Experience

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this Project. The chart must clearly identify the Proposer's employees and those of any Sub-consultants and shall include the functions to be performed by the key personnel.

2. Provide resumes and job and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Sub-consultants. Include information on certification, licensure, and CPE training.

Note: It should be understood that it is the intent of the City to insist those indicated as the project team in this RFP Response actually execute the Project. After Proposal submission, but prior to the award of any Contract issued as a result of the Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified on its Proposal.

3. Identify the firm's management support personnel to be available for technical consultation.

4. Describe the experience, qualifications and other critical information, including relevant experience on pervious similar projects, of all key personnel, including those of the Subconsultant who will be assigned to the Project.

25

<p>5. The Respondent must submit proof that its professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards</p>	
<p>Understanding of Scope of Services and Proposed Approach</p> <p>1. Describe the firm's ability to fulfill all elements of the Scope of Services described in the RFP.</p> <p>2. Describe the firm's methodology including specific policies, procedures or techniques to be used in performing the Services. It is the objective of the City that the successful firm adequately staffs the audit with the appropriate number of experienced and trained personnel to adequately provide the required Services. A trained and experienced manager is required to be active on-site to properly manage and supervise the audit team and daily activities of the audit.</p> <p>3. Identify the specific individual who would serve the City as the primary on-site person in charge of the financial audit and the single audit (include individual's résumé setting forth qualifications and Government Accounting experience).</p> <p>4. Describe the manner in which the firm intends to segment the engagement and describe the hours of staff time at each level that will be devoted to each segment.</p> <p>5. Describe the procedures of the firm for ensuring quality control and the confidentiality of information obtained from clients.</p> <p>6. Describe the firm's approach to the scheduling of Work and prioritizing the City's requests.</p> <p>7. Estimate the hours of availability of the firm for the City's required Services, including the hours of availability of Proposers key personnel. If Sub-consultants are utilized, estimate the hours of availability of each Sub-consultant.</p> <p>8. Address the firm's ability and approach to complying with the reporting requirements in the Scope of Work.</p> <p>9. Describe the firm's ability and approach to providing the optional Services (refer to the RFP Document).</p> <p>10. Provide any information regarding the Proposer's general work plan which the Proposer deems relevant</p>	<p>25</p>
<p>Price Proposal</p> <p>Please include the fees and any other costs that will be charged to the City for providing the services requested under this Solicitation. Include the total cost of services for each audit year. The pricing information should be clear and unambiguous to allow the City the ability to correctly identify the costs associated with doing business with the Proposer. The top ranked Proposer(s) may be asked to provide a breakdown of their price proposal. The pricing should include the total cost to complete the Services</p>	<p>10</p>

requested in this Solicitation including, but not limited to materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested in this RFP.	
Rates for Additional Professional Services: If it should become necessary for the City to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon approval by the City. Any such additional work agreed to between the City and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses provided by the top ranked Proposer.	
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Lead CPA Auditor (Audit Partner and Audit Manager) must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



RFP NO. 21-1115200

INDEPENDENT AUDITING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers**

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last thirty-six months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO: 21-1115200
PRICE PROPOSAL FORM

INDEPENDENT AUDITING SERVICES

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor’s price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$_____ (PER FISCAL YEAR)

Additional Services - It is anticipated that the Proposer would use staff with a variety of skill and experience levels in providing any additional services contemplated in the RFP. Therefore, firms shall provide a comprehensive hourly rate for each type of staff, using the generic guide below. The firm may propose a separate schedule for each type of additional service offered by the Proposer. It is expected that the City would authorize additional services on an individual basis. The City would jointly determine with the Firm a not-to-exceed price for each project, using the contractually established rates.

ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
LEVEL	EXPERIENCE	HOURLY BILLING RATE	QUALIFICATIONS	RESPONSIBILITIES/SPECIALTY
Paraprofessional				
Junior				
Senior				
Manager				
Partner				
Specialists				

SUBMITTED
THIS _____ DAY OF _____ 2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit Bid

Fax Number

Signature

Email Address

Title

CITY OF OPA-LOCKA



CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., partner or principal). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____



**CITY OF OPA-LOCKA
RFP NO. 21-1115200**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
 _____ (Name)
 _____ of _____
 (Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Date Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same 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.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____