



MEMORANDUM

AGENDA ITEM #IV.F

DATE: JUNE 28, 2021
TO: COUNCIL MEMBERS
FROM: STAFF
SUBJECT: AMENDMENT OF AUDIT COMMITTEE / DRAFT RFP

1. At the May 24, 2021, Council Meeting the Chair appointed the following members to the Audit Committee:

The Honorable Michelle Coldiron (Monroe County)
The Honorable René García (Miami-Dade County)
The Honorable Eddie Martínez (Monroe County)
The Honorable Michael Udine (Broward County)
The Honorable Ana Ziade (Broward County)

Florida Statute requires that three (3) members are physically present in order to conduct the business of the Audit Committee. It has proved difficult to achieve the physical quorum because of geographical challenges. As such Staff requests that an additional member be appointed to the Audit Committee to facilitate the achievement of quorum for the purpose of holding meetings.

2. Council staff in partnership with Legal Counsel has reviewed and updated the Request for Proposals needed to secure Audit services for the next five years. Please find attached the draft RFP and provide comments to Staff for finalization, review, and approval by the Audit Committee.

Recommendations

Appoint an additional member to the Audit Committee to facilitate the achievement of physical quorum in order to conduct the Council's business.

Review and provide comments to Council staff and Legal Counsel to refine the Draft RFP for consideration and approval of the Audit Committee.





REQUEST FOR PROPOSAL

Proposal Name: Financial Audit Services

Proposal Number: RFP #202101-AU

The South Florida Regional Planning Council (SFRPC), pursuant to its Statement of Organization and Section 218.391, Florida Statutes (Fla. Stat.), invites qualified, certified, public accounting firms to submit a response to this Request for Proposals to provide services on the following project:

AUDIT OF AN AGENCY OF THE STATE OF FLORIDA

The SFRPC seeks a qualified firm to complete a financial audit for the Fiscal Years ending September 30, 2021, 2022, 2023, 2024 and 2025. The SFRPC Board reserves the right to renew or not renew the selected audit firm for the period mentioned above. The current Fiscal Year budget is available upon request. The detailed Audit Objectives and Scope of Services, including the information required in order for a firm to be considered for the project, is included in this proposal as Appendix A.

SELECTION/NEGOTIATION PROCESS

The SFRPC's Audit Committee shall serve as the Selection/Negotiation Committee (S/NC) and will be responsible for ranking and recommending no fewer than three (3) firms deemed to be the most highly qualified to provide the services pursuant to this competitive solicitation. The S/NC's recommendations must be subsequently ratified by the SFRPC Board, and the Board shall direct the negotiation of an agreement with the top-ranked firm. It is anticipated, but not required, that the process for this procurement proceed in the following manner:

PUBLIC NOTICE OF THE REQUEST FOR PROPOSAL (RFP). The RFP will be published in the Florida Administrative Register on _____, ____ of _____, 2021. The RFP also will be posted on the SFRPC website (www.sfrgionalcouncil.org).

REVIEW OF WRITTEN SUBMITTALS and PRESENTATIONS/INTERVIEWS. Each firm must submit documents that provide evidence of its capability to provide the services required for this project, as described in the Audit Objectives and Scope of Services, which is included as Appendix A. Appendix A includes a list of evaluation factors that will be used by the RFP Review Team to score the capability of each firm. This score, at the discretion of the S/NC, may be used to create a short-listing of the firms. The short-listed firms will be contacted via follow-up letter and asked to make a 15 minute presentation on _____, beginning at 10 AM EST, at the SFRPC Offices (1 Oakwood Boulevard, Suite 250; Hollywood, Florida 33020) to the S/NC.

THE SFRPC WILL NOT CONSIDER ORAL/WRITTEN COMMUNICATIONS, PRIOR TO THE CONCLUSION OF SHORT-LISTING FIRMS, WHICH VARY THE TERMS OR CONTENTS OF SEALED SUBMITTALS.

Each shortlisted firm will be given equal time to make presentations, but the question-and-answer time may vary. The S/NC will recommend no fewer than the three (3) most highly qualified firms to the SFRPC Board and this

selection will be ratified by the SFRPC Board at its regularly scheduled meeting on _____, 2021, which will begin at 10:30 AM EST, at the SFRPC Offices (1 Oakwood Boulevard, Suite 250; Hollywood, Florida 33020).

TECHNICAL STAFF PARTICIPATION

Technical staff will have only such authority as may be delegated by the S/NC. Without such delegated authority, technical staff serves purely in an information gathering capacity. The S/NC may delegate authority to the technical staff to negotiate contractual terms and conditions with the selected firm, and those negotiations are subject to Florida's Sunshine Law.

INSURANCE REQUIREMENTS

The RFP response must include documentation of the required types and coverage levels. A sample Certificate of Insurance is attached (as Appendix B) and reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal; however, proof of current coverage and coverage levels as well as a letter from your Carrier indicating upgrade availability are required.

CONFIDENTIAL and PROPRIETARY

The SFRPC is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RFP will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the RFP. Any claimed exemption must specify the page(s) and paragraph number(s) of the RFP response where the exemption is being invoked. An incorrectly claimed exemption will not disqualify the firm, rather the exemption claim.

Public Records Disclosure: Pursuant to Section 119.0701(2), Florida Statutes, the following provision shall be included in any contract entered into between the SFRPC and the successful proposer:

The SFRPC is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- 1) Keep and maintain public records required by the SFRPC to perform the service;
- 2) Upon request from the SFRPC's custodian of public records, provide the SFRPC 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, Fla. Stat., or as otherwise provided by law;
- 3) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the SFRPC; and
- 4) Upon completion of the contract, Contractor shall transfer to the SFRPC, at no cost to the SFRPC, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the SFRPC, upon request from the SFRPC's custodian of public records, in a format that is compatible with the information technology systems of the SFRPC.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the SFRPC may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Telephone Number: (954) 924-3653

E-mail Address: isabelc@sfrpc.com

Mailing Address: 1 Oakwood Boulevard, Suite 250;
Hollywood, Florida, 33020

GOVERNING LAW

Interested firms will consent that contractual agreements with the SFRPC shall be governed by the Laws of the State of Florida, and the venue for any legal action will be Broward County, Florida.

A person, affiliate, or corporate entity that has been placed on the State of Florida Convicted Vendor List and/or Federal Excluded Parties List may not submit an offer to perform work as a consultant or contract with the SFRPC, which is a public entity, and may not transact business with the SFRPC for a period of 36 months from the date of being removed from the Convicted Vendor List and/or the Excluded Party List.

CONE OF SILENCE

"Cone of Silence" is defined to mean a prohibition on:

- (a) any communication of this RFP between a potential Proposer, Offeror, Respondent, Bidder, lobbyist, or consultant and the SFRPC's professional staff including, but not limited to, the Executive Director and staff;
- (b) any communication regarding this RFP between the SFRPC Councilmembers or their respective staffs and any member of the SFRPC's professional staff including, but not limited to, the Executive Director and staff;
- (c) any communication regarding this RFP between a potential Proposer, Offeror, Respondent, Bidder, lobbyist, or consultant and any member of the Selection/Negotiation Committee and/or RFP Review Team therefore;
- (d) any communication regarding this RFP between the SFRPC Councilmembers or their respective staffs and any member of the Selection/Negotiation Committee and/or RFP Review Team therefore; and
- (e) any communication regarding this RFP between a potential Proposer, Offeror, Respondent, Bidder, lobbyist, or consultant and SFRPC Councilmembers and their respective staffs; and
- (f) any communication regarding this RFP between any member of the SFRPC's professional staff, including but not limited to the Executive Director and staff, and any member of the Selection/Negotiation Committee and/or the RFP Review Team therefore. The Executive Director and the Chair of the Selection/Negotiation Committee may communicate about the Selection/Negotiation Committee's recommendation but only after the Committee has submitted its written recommendation to the Executive Director.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- (a) duly noticed pre-bid/proposal conferences and site inspections;

- (b) duly noticed site visits to determine the competency of Bidders/Proposers regarding a particular solicitation during the time period between the opening of Bids/receipt of Proposals and the time the Executive Director makes recommendation to the SFRPC;
- (c) communications with the SFRPC General Counsel and staff;
- (d) communications regarding this RFP between a potential Proposer, Offeror, Respondent, Bidder, lobbyist or consultant and the Finance Director prior to bid opening date or receipt of Proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
- (e) communications regarding this RFP between Finance Director and a member of the Selection/Negotiation Committee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
- (f) oral presentations before Selection/Negotiation Committee and communications occurring during duly noticed meetings of Selection/Negotiation Committee;
- (g) competitive negotiations;
- (h) public presentations made to the SFRPC Board and communications occurring during any duly noticed public meeting;
- (i) communications in writing or by e-mail at any time with any SFRPC Councilmember or employee unless specifically prohibited by this RFP. The SFRPC shall file a copy of any written communications with the Chief Administrative Manager;
- (j) communications in connection with the collection of industry comments or the performance of market research regarding this RFP by the Finance Director;
- (k) Contract negotiations.

Procedure

(a) Imposition. A Cone of Silence shall be imposed upon this RFP when the solicitation is advertised in the Florida Administrative Register. At the time of imposition of the Cone of Silence, the Executive Director shall provide for Public Notice of the Cone of Silence. The Executive Director shall issue a notice thereof to the affected staff, Councilmembers, Selection/Negotiation Committee and RFP Review Team and include in any advertised solicitation a statement disclosing that the solicitation is subject to the Cone of Silence.

(b) Termination. Except as otherwise provided herein, the Cone of Silence shall terminate at the time the SFRPC Board's approval of the award, or at such time that Bids or Proposals are rejected by the SFRPC Board; provided, however, that if the SFRPC Board refers the recommendation back to the Executive Director for further review, the Cone of Silence shall be re-imposed until such time as the Executive Director's subsequent written recommendation is received by the SFRPC Board.

Penalties

Violation of the Cone of Silence by a particular bidder or proposer shall render the award to said Bidder or Proposer voidable by the SFRPC. Any person who violates a provision of this ordinance shall be prohibited from serving on a Selection/Negotiation Committee unless such appointment is approved by a 2/3 vote of the SFRPC Board. A violation of this section by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject said Bidder, Proposer, Offeror, Respondent, lobbyist or consultant to potential debarment from doing business with the SFRPC.

In addition to any other penalty provided by law, violation of any provision of this ordinance by a Council employee shall subject said employee to disciplinary action up to and including dismissal.

FOR ADDITIONAL PROJECT INFORMATION CONTACT:

Leandro I. Braslavsky Soldi
Finance Manager
(954) 924-3653
lbraslavsky@sfrpc.com

Interested firms must submit four (4) total copies of materials in a sealed envelope that is clearly marked on the outside with the proposal name and number. If the RFP response is being submitted by courier, the envelope contents comprising the firm's RFP response should be sealed in a separate envelope that is marked on the outside with the proposal name and number prior to being placed inside of the delivery package. Proposal responses should be submitted or hand-delivered to:

South Florida Regional Planning Council
1 Oakwood Boulevard, Suite 250
Hollywood, Florida 33020
Proposal Name: Financial Audit Services
Proposal Number: RFP #202101-AU

Submittals **MUST BE RECEIVED** by the SFRPC no later than 5:00 PM (EST), _____, _____, 2021.
ELECTRONICALLY TRANSMITTED, LATE OR MISDIRECTED, AND/OR INCORRECTLY MARKED AND/OR UNSEALED SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

Scrutinized Companies

Contractor, its principals or owners, must certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 1) Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company 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; or
- 2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 2.1 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
 - 2.2 Is engaged in business operations in Syria.

E-Verify

Contractor must certify that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- 1) Definitions for this Section:
 - 1.1 "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. "Contractor" includes, but is not limited to, a the Contractor or consultant.
 - 1.2 "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.
 - 1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the SFRPC. The Contractor acknowledges and agrees that

registration and 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 SFRPC; and

2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

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SOUTH FLORIDA REGIONAL PLANNING COUNCIL

Attachments:

1. Audit Objectives and Scope of Services (Appendix A)
2. Insurance Certificate (Appendix B)
3. Deadlines and Schedule (Appendix C)
4. E-Verify certification affidavit (Appendix D)

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APPENDIX A

PART I AUDIT OBJECTIVES AND SCOPE OF SERVICES

The objective of the audit is the expression of opinions as to whether our basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grants agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major federal programs and state major projects and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grants agreements that could have a direct and material effect on each major federal program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and the requirements described in the Executive Office of the Governor's State Project Compliance Supplement that are applicable to each of its major state projects.

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audit contained in Government Auditing Standards, issued by the comptroller General of the United States; Section 11.45, 215.97 and 218.39 Florida statutes, and Section 10.557 Rules of the Auditor General for Local Governmental Entity Audits; the Single Audit Act Amendments of 1996 and the provisions of OMB Circular A-133; and the Executive Office of the Governor's State Projects Compliance Supplement and will include tests of the accounting records of the Council, a determination of major programs in accordance with OMB Circular A-133 and state major projects in accordance with the Executive Office of the Governor's State Projects Compliance Supplement and other procedures deemed necessary to enable the expression of such opinions and to render the required reports. If the opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, they will be fully discussed with us in advance.

Throughout the term of the agreement, additional work may be required, such as verification of data used in Official Statements, assistance with special projects, compliance reviews for certain grant agreements, consent to use the auditor's report in Official Statements, etc.

PART II SFRPC AND ITS ACCOUNTING SYSTEM

A. TYPE OF GOVERNMENT

The South Florida Regional Planning Council (SFRPC) is organized under the authority of Chapters 163, Part I, and 186, Florida Statutes. It is a regional governmental planning and coordinating agency formed in 1969. The SFRPC is located in Florida Comprehensive Planning District 11 and consists of the Counties of Broward, Miami-Dade, and Monroe. Council headquarters, as well as all financial records, are located at 3440 Hollywood Boulevard, Suite 140; Hollywood, Florida 33021.

B. ORGANIZATION AND FUND

1. The SFRPC operates as an Agency of the State of Florida and maintains separate management control and accountability. The governing board of the Council is composed of elected officials from each member county, elected officials from city governments, gubernatorial appointees from the geographic area covered by the Council and ex-officio, non-voting members representing the South Florida Water Management District, Florida Departments of Transportation and Environmental Protection, and the Broward County Office of Economic Development. The SFRPC operates as an enterprise fund.

The General Purpose Financial Statements include the financial position and results of operations as well as supplementary information. Additionally, there is one component unit, the Southeast Florida Regional Prosperity Institute (SFRPI) is a 501(c)(3), nonprofit created by the SFRPC, that is a component unit in the financial statements.

2. Cash, investments, procurement and disbursements are implemented by the SFRPC's Finance and Administrative Services Section.

3. The SFRPC receives approximately \$800,000 in membership fees as well as \$1,800,000 to \$2,000,000 in federal, state, and local grants. Total grants and contracts – twenty-five.

4. Budgets are adopted annually in accordance with the SFRPC's Statement of Organization, and expenditures are controlled in accordance with written policies and procedures. The Fiscal Year (FY) 2016 operating budget is \$2.6 million.

5. Accounting records consist of computerized reports from the SFRPC's Budgetary Control System (BUCS), a fund accounting system, and a Comprehensive Integrated Payroll System from Donald Frey & Company, Inc. and source documents (vouchers, deposits, journal entries, canceled checks), which are located at the SFRPC's headquarters. A spreadsheet is used for the Southeast Florida Prosperity Institute, Inc., a component unit of the SFRPC.

6. The SFRPC's current accounting system runs on a Dell PowerEdge Server running Windows Server 2003. Users connect to the server using Windows 7 and XP workstations to process accounting transactions and to run reports. The system is also used for Internet access, email, general word processing, spreadsheets, website design and Geographic Information System (GIS) map generation.

7. The books are normally closed for the Fiscal Year by the end of the first full week of November.

8. Final submission of audited financial statements (30 copies) is to be provided two weeks prior to the Council meeting scheduled on the first Monday in the month of February. Report of Audit result to Executive Committee and Board is required by audit firm.

PART III ASSISTANCE AVAILABLE TO THE AUDITOR

A. The Finance Director will manage the preparation of work papers for all activities. This will include an adjusted Trial Balance and appropriate schedules. Additionally, the Finance Director and Program staff will be available to answer questions as may be required.

B. Copy machines will be made available at no charge; however, the auditors will be expected to provide the labor to make any necessary copies. Administrative staff will be made available to type confirmations.

PART IV INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to facilitate the evaluation of the RFP response, it is requested that the required information be arranged in the following format:

SECTION 1: INDIVIDUAL AUDIT STAFF TECHNICAL QUALIFICATIONS

1. Describe the experience in government audits of each senior and higher level person assigned to the audit, including years on each job and position held during each audit. Indicate the percentage of time the in-charge auditor will be on-site.
2. Describe the relevant educational background of each individual that will be assigned to the audit. This should include seminars and courses attended within the past three (3) calendar years.
3. Describe experience of assigned individuals in auditing programs, activities, and functions similar to those found at the SFRPC.
4. Describe any specialized skills, training or background in public finance by assigned individuals. This may include participation in state or national professional organizations, speaker or instructor roles in conferences or seminars, and/or authorship of articles and books.
5. Describe the supervision to be exercised over the audit team by the firm's management.

SECTION 2: FIRM'S EXPERIENCE

1. Detail the firm's experience in providing auditing services to State of Florida agencies like the South Florida Regional Planning Council, as well as a list of the firm's current and prior government audit clients indicating the service performed and number of years.
2. Discuss commitments you will make to staff continuity, including your staff turnover experience in the last three (3) years while auditing similar State of Florida entities.
3. Identify the partner, manager, and/or in-charge accountant who will be assigned to our job if the firm is successful in its bid, and provide biographies. Indicate any complaints against them or the firm that have been resulted in official action by the State Board of Accountancy or other regulatory authority, if any. Indicate any corrective actions that have been taken by the firm with respect to these people or the firm.
4. Describe how the firm will approach the audit of the SFRPC, including the use of any association or affiliate member Firm's understanding of the work to be performed and ability to complete the work on time.
5. Furnish standard billing rates for classes of professional personnel for each of the last three years.

6. Provide the names and contact information for other similarly-sized clients of the partner and/or manager that will be assigned to our agency.

7. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our independent auditors is the best decision we could make.

8. Describe how important the SFRPC would be to your firm.

9. Provide documentation that the firm shall have the required professional liability insurance. The types of insurance required and the minimum coverage levels are detailed in Appendix B. It is not necessary to have this level of insurance in effect at the time of submittal; however, proof of current coverage and coverage levels as well as a letter from your Carrier indicating upgrade availability are required.

10. Describe the firm's experience in auditing specialized areas such as a regional governmental planning and coordinating agency, which provides comprehensive planning services in such areas as housing, recreation, water management and transportation.

SECTION 3: AUDIT ORGANIZATION/LOCAL TECHNICAL QUALIFICATIONS

1. State the firm is national, regional or local. Describe the firm's organization (i.e., partnership, corporation, etc.) size, and structure.

2. State the address of the office that will be conducting the audit. It should be noted that in the event of a tie, firms located within the South Florida Region (Broward, Miami-Dade, and Monroe Counties) will be provided additional points.

3. Indicate the number of people, by level within the office that will handle the audit. Indicate which other audits this staff will be working on concurrently. Also, indicate the overall supervision to be exercised over the audit team by the firm's management. For those staff personnel responsible for the planning, directing, conducting substantial portions of the fieldwork or reporting on the audit, disclose the number of hours of continuing professional education directly related to governmental auditing completed during the last three (3) calendar years.

4. Provide a list of the office's current and prior government audit clients, indicating the type(s) of services performed and the number of years served for each. Indicate the firm's experience in auditing Florida entities that are similar in size and complexity to the SFRPC.

5. Indicate the office that will conduct the audit experience in providing additional services to government clients by listing the name of each government, the type(s) of services performed and the year(s) of engagement.

6. Describe the firm's participation in American Institute of Certified Public Accountants (AICPA) sponsored or comparable quality control programs and provide a report on the results of the most recently completed peer review, the related letter of comments, and the firm's response to the letter of comments.

7. Provide the firm's engagement costs by hours and staff classification and dollars.

8. State whether the firm is certified in the County Business Enterprise Program (Broward County), Community Business Enterprise Program (Miami-Dade County), or Disadvantaged Business Enterprise Program (Monroe County). If the firm is certified in any of the listed programs, provide documentation. The certification is not a requisite; however, points will be awarded firms that are certified.

SECTION 4: AUDIT APPROACH

In this section, describe your understanding of the work to be performed and any anticipated potential audit problems. Include an assessment of Governmental Accounting Standards Board (GASB) Statement 34, any impact of the Statement on your audit approach or opinion, and any assistance that your firm may offer to clients for implementation of this financial system and reporting model.

SECTION 5: CLIENT REFERENCES

In this section, list the names, addresses, and phone numbers of government audit clients as references.

The evaluations made as a result of reviewing the above information from each firm will be the basis for developing a shortlist of firms who will be scheduled to make presentations before the Selection/Negotiation Committee.

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APPENDIX B

SAMPLE CERTIFICATE OF INSURANCE FOR RFP

THE FOLLOWING COVERAGES ARE DEEMED APPROPRIATE FOR THIS PROJECT AND WILL BE REQUIRED OF THE SELECTED FIRM AND IDENTIFIED IN THE NEGOTIATED AGREEMENT.

| Type of Insurance | Coverage Limits (\$1000s) | |
|--|----------------------------------|-------------------|
| | Each Occurrence | Aggregate |
| General Liability , which must include: Comprehensive; Premise-Operations; Contractual Insurance; Broad Form Property Independent Contractors Personal Injury | \$300 | \$300 |
| Bodily Injury and Property Combined | \$300 | \$300 |
| | Each Accident | |
| Worker's Compensation and Employer Liability | \$100 | |
| | Maximum Deduction | Each Claim |
| Professional Liability | \$25 | \$1,000 |

It is not necessary to have this level of insurance in effect at the time of submittal; however, proof of current coverage and coverage levels as well as a letter from your Carrier indicating upgrade availability are required.

The selected firm will need to provide a Certificate of Insurance that shows (on general liability only) "Additional Insured: South Florida Regional Planning Council, Hollywood, Florida." Also, the firm will need to provide documentation that the issuing company will mail 30 days written notice to SFRPC should any of the above policies be canceled before expiration date.

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APPENDIX C

DEADLINE SCHEDULES

| | | |
|-----------------------------------|----------------|---------------------------|
| Submittal Due Date | _____ __, 2021 | - 5:00 PM (EST) |
| Presentations and Final Selection | _____ __, 2021 | -Beginning at 10 AM (EDT) |
| SFRPC Council Ratification | _____ __, 2021 | -10:30 AM (EDT) |

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APPENDIX D

E-Verify Form for All Solicitations:

**SOUTH FLORIDA REGIONAL PLANNING COUNCIL
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. 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. “Contractor” includes, but is not limited to, a vendor or consultant.

“*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.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the SFRPC. The Contractor acknowledges and agrees that registration and 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 SFRPC; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the 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: |
| Phone: |

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____ on behalf of _____ . He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

DRAFT