

TOWN OF GOLDEN BEAH, FLORIDA
RFP #FY 2008-004

NOTICE OF REQUEST FOR PROPOSALS FOR AUDITING SERVICES

The Town of Golden Beach (“the Town”) is currently soliciting proposals from professional firms/individuals to audit its general purpose financial statements.

Proposal documents may be obtained at the Town’s Administrative Offices at One Golden Beach Drive Golden Beach, Florida, or by calling (305) 932-0744. Interested firms/individuals should submit six (6) copies of a full response to this Request for Proposals (“RFP”) to the Town Clerk’s Office at the above address no later than 3:30 p.m. on Thursday, October 23, 2008 in one sealed envelope clearly marked with the RFP Number, the Name of the Project, the Name of the Respondent, and the Time and Date for Proposals Receipt. The sealed proposals will be publicly opened shortly thereafter in the Town Hall Council Chambers.

The Town reserves the right to reject any or all RFP submittals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents, or take any other actions that may be deemed necessary to be in the best interest of the Town. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with preparation and submission of the RFP package.

A Cone of Silence is hereby imposed whereby Town staff, including elected officials, is prohibited from discussing this particular RFP with other staff members and the public.

The RFP packages are available at the Town Administrative Office from 9:30 a.m. to 4:30 p.m. Call (305) 932-0744 for further information.

Elizabeth Sewell
Town Clerk

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REQUEST FOR PROPOSAL

I. INTRODUCTION

A. General Information

The Town of Golden Beach (“the Town”) is requesting proposals from qualified firms of certified public accountants to audit its financial statements. The obligations of the Town under the Contract shall be subject in all respects to the appropriation of funds by the Town through its annual budgeting procedure. The selected proposer will work under the guidance of the Town and will report the results of each annual audit to the Town Council.

There is no expressed or implied obligation for the Town of Golden Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, one (1) original and six (6) copies of a proposal shall be delivered to the Town Clerk at One Golden Beach, Golden Beach, FL 33160 prior to the opening time of 4:00 p.m. October 23, 2007.

The delivery of proposals to the Town of Golden Beach Town Clerk’s office prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The Town shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said firm.

All responses must be marked on the outside:

“Request to Provide Auditing Services for the Town of Golden Beach Florida – RFP 2008-004 -To be opened at 4:00 p.m. on October 23, 2008.”

Late submission shall be returned unopened to the firm with the notation: “The proposal was received after the delivery time designated for the receipt and opening of the proposals.” The Town reserves the right to reject any or all proposals, or any part of any proposals, to waive any informalities, and to make an award that is in the best interest of the Town of Golden Beach.

B. Term of Engagement

A three (3) year contract for auditing services for fiscal year ending September 30, 2008, 2009 and 2010, with two (2) one-year renewal options to be exercised by the Town in its sole and absolute discretion.

C. Subcontracting

The name of any proposed subcontracting firms must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the expressed prior written consent of the Town of Golden Beach.

II. NATURE OF SERVICES REQUIRED

A. Scope of Services

The Town desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The Town also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is required to provide an “in-relation-to” report on the supporting schedules based on the audit procedures applied during the audit of the general purpose financial statements and the combining and individual fund and account group financial statements and schedules. The auditor is not required to audit the statistical section of the report.

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

B. Auditing Standards

The audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards set forth for financial audits in the U.S. General Accounting Office’s (GAO), Government Auditing Standards (1988);
- The provisions of the Federal Single Audit Act (as amended);
- The provisions of the Florida Single Audit Act (as amended);
- U.S. Office of Management and Budget (OMB) Circular 133 as well as the following additional requirements;
- Section 11.45, Florida Statutes;

- State of Florida Department of Banking and Finance Regulations;
- Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
- *Audits of State and Local Governmental Units (Revised)* - AICPA;
- Any other applicable Federal, State and local laws or regulations.

C. Reports to be Issued

Following the completion of the audit, the auditor shall issue:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk;
- A report on compliance with applicable laws and regulations;
- In the event the Town receives Federal assistance, a report on compliance with laws and regulations related to major and non-major Federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major Federal financial assistance programs, a report on compliance with general requirements applicable to major Federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major Federal financial assistance program transactions tested;
- A report on the internal control structure used in administering Federal assistance programs;
- A report on compliance with requirements applicable to State grants and aids appropriations;
- A report to management (management letter).
- A report on the requirement by the Auditor General for Financial Condition Assessment.

The required report on internal controls should communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operations of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management which shall be referred to in the report on internal controls.

The report on compliance shall include all instances of noncompliance.

Irregularities and Illegal Acts: The auditors shall be required to issue an immediate written report to the Town Manager or the Council, if appropriate, of all irregularities and illegal acts or indications of illegal acts of which they become aware.

The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with generally accepted accounting principles no later than April 15, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

D. Assistance to be provided to the Auditor

Staff of the Finance Department and responsible management personnel will be available during the audit to assist the firm in providing additional information, documentation, and explanations.

The preparation of confirmations shall be the responsibility of the Town of Golden Beach.

The Finance Director of the Town will act as coordinator for the audit.

The Town will provide reasonable workspace, tables, chairs, telephone access, photocopying facilities, and facsimile services for the on-site audit staff.

Comprehensive Annual Financial Report (CAFR) preparation, editing and printing shall be the responsibility of the auditor. The cost of this item should be listed separately.

Any cost or charge incurred not associated with the engagement will be paid by the auditor.

E. Special Considerations

The Town anticipates submitting its financial statement in order to receive the Certificate of Achievement in Financial Reporting from the Government Finance Officers Association. It is anticipated that the auditor will provide technical assistance and review the report for compliance with the requirements of that program prior to submission.

The auditor will also assist in the Financial Condition Assessment.

The Town may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's reports thereon. The auditor shall be required, if requested by the Town, to issue a "consent and citation of expertise" as the auditor along with any necessary "comfort letters".

The auditor will assist the Town in complying with changes in reporting requirements to remain in conformity with generally accepted accounting principles.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Town of Golden Beach;
- U.S. General Accounting Office (GAO);
- Parties designated by the Federal or State governments or by the Town as part of an audit quality review process;
- Auditors of entities of which the Town of Golden Beach is a sub-recipient of grant funds;
- In addition the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF GOVERNMENT

A. Town Contact

The auditor's principal contact with the Town of Golden Beach will be Maria D. Camacho, Finance Director, Telephone (305) 932-0744, Facsimile (305) 933-3825. She is also a designated representative who will coordinate the assistance to be provided by the Town of Golden Beach to the auditor.

B. Background Information

The Town of Golden Beach is a Town Mayor/Manager form of government. It serves an area of approximately 1.8 square miles with a population of approximately 1,000. The Town of Golden Beach is an ocean front community that and is bounded on the east by the Atlantic Ocean, on the west by the intra-coastal Waterway, on the south by the City of Sunny Isles Beach and on the north by the City of Hallandale Beach. The Town's fiscal year begins October 1 and ends September 30th. The Town of Golden Beach provides the following services to its residents:

- Public Safety
- Construction and maintenance of streets, sidewalks, storm drainage, public parks, community and recreational facilities
- Town planning, zoning, subdivision and building code regulation and enforcement
- Tot Lot Playground

C. Fund Structure and Account Groups

| <u>Fund Type/Account Group</u> | <u>Number of Individual Funds</u> | <u>Number With Legally Adopted Annual Budgets</u> |
|---------------------------------------|--|--|
| General Fund | 1 | 1 |
| Special Revenue Funds | 3 | 3 |
| Debt Service Fund | 1 | 1 |
| Capital Projects Funds | 1 | 1 |
| Enterprise Funds | 1 | 1 |
| Internal Service Funds | 0 | 0 |
| Trust and Agency: | | |
| Pension Trust | 1 | 0 |
| Agency Funds | 0 | 0 |
| General Fixed Assets Account Group | 1 | n/a |
| General Long-Term Debt Account Group | 1 | n/a |

The Town of Golden Beach prepares its budgets on a basis consistent with GAAP.

D. Pension Plans

The Town of Golden Beach provides one defined benefit plan through the Town Of Golden Beach Employees Pension Plan for Police Officers and General Employees.

E. Availability of Prior Reports

Interested proposers who wish to review prior year's Annual Financial Reports and management letters should contact the Finance Director at (305) 932-0744.

IV. TIME REQUIREMENTS

A. Schedule for Fiscal Years Audit

Each of the following should be completed by the auditor no later than the dates indicated, with the exception of the audit for fiscal year ending September 30, 2008, due to the timing of the RFP and selection process.

1. Interim Work: The auditor shall complete interim work in July of the fiscal year to be audited.
2. Detailed Audit Plan: The auditor shall provide the Town of Golden Beach not later than August 31 of each fiscal year a detailed audit plan and a list of all schedules to be prepared by the Town of Golden Beach.
3. Fieldwork: The auditor shall complete all fieldwork no later than 75 days from the end of the fiscal year (Dec 14).
4. Draft Reports: A draft Comprehensive Annual Financial Report and recommendations to management must be submitted to the Town for review no later than 100 days from the end of the fiscal year (Jan 8).

B. Entrance Conferences, Progress Reporting and Exit Conferences

Progress conferences will be held with key Finance Department personnel throughout the engagement.

Exit conference will be held with key Finance Department personnel and the Town Manager before the final issue of the CAFR.

V. PROPOSAL REQUIREMENTS

The technical proposal should address all points outlined in the RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 12, must be included. They represent the criteria against which the proposal will be evaluated.

A. Submission of Proposals

The following material should be submitted for a proposing firm to be considered:

One (1) marked original of a Technical Proposal and five (5) photocopies to include the following:

1. Title Page: It should show the request for proposal's subject, the firm's name, office locations, and address of office(s) where services shall be performed, as well as the name, office location, e-mail address, phone number and fax number of the proposed principal supervisor.
2. Table of Contents:
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work

within the time period, a statement why the firm believes its self to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

B. Technical Proposals

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the Town of Golden Beach in conformity with the requirements of this request for proposals. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

Cost proposals for services are requested as part of the response. Fees should be quoted for each of the three (3) years of the audit engagement. Qualified firms will be identified and ranked on the basis of qualifications, competence, and capacity of the firms as demonstrated by the RFP response and oral interviews. Although cost of services will not be of primary importance in evaluating qualified firms, cost of services will be factored in the evaluation process.

2. Independence

The firm should provide an affirmative statement that it is independent of the Town of Golden Beach as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

3. License to Practice in Florida

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

4. Insurance Requirements

An affirmative statement should be included indicating that the firm can and will comply with the insurance requirements as enumerated in this RFP.

5. Firm Qualifications and Experience

The proposal should indicate the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and classification of the professional staff to be employed in this engagement on a full-time and part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.

The firm shall also provide information on the results of any Federal or state desk reviews or field reviews of its auditors during the past three (3) years. In addition the firm shall provide information on the circumstances and status of

any disciplinary actions taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organizations.

6. Partners, Supervisory, Staff Qualifications and Experience

Please identify the proposed account team for the Town including the principal supervisor and management staff, engagement partner, manager, Single Audit staff, and other supervisors, specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida.

The firm also should provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Town of Golden Beach, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially equivalent or better qualifications and experience.

7. Similar Engagements with other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the five (5) most significant governmental engagements performed in the last three (3) years that are similar to the engagement described in this request for proposals. Indicate the scope of work; date; engagement partners, managers, specialists, and other supervisory staff; total hours; and the name and telephone number of the principal client contact.

8. Workload

Please list current governmental clients and fiscal year-end dates.

9. Audit Approach

The proposal should set forth a general work plan, including an explanation of the audit methodology to be followed. Proposers will be required to provide the following information regarding their audit approach:

- Proposed segmentation of the engagement
- Level of staff to be assigned and number of hours to be assigned to each proposed segment of the engagement

- Extent of use of EDP software in the engagement
- Sample size and the extent to which statistical sampling is to be used in the engagement
- Approach to be taken to gain and document an understanding of the Town of Golden Beach's internal control structure.
- Approach to be taken in determining laws and regulations subject to audit test work
- Approach to be taken in completing the Single Audit

10. Identification of Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town.

11. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement. Interim billings shall cover a period of not less than a calendar month.

12. Audit Fees

Please identify the proposed cost of this engagement for the fiscal year ending September 30, 2008, 2009 and 2010 including the cost of the printing of 25 copies of the Comprehensive Annual Financial Report. The Audit fees should breakdown by the following:

- a) Annual audit
- b) Preparation of the Comprehensive Annual Financial Report
- c) Single Audit

13. Non-Contingency Fee and Code of Ethics

Please add the following language and provision to your submission:

“Auditor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Auditor has not, and will not, pay a fee the amount of which is contingent upon the Town awarding this contract to Auditor. Auditor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Town of Golden Beach conflict of interest and code of ethics ordinances. Further, Auditor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Auditor, if the Auditor is chosen under section VI, “Evaluation Procedures,” of the Town’s RFP for auditor services.”

VI. EVALUATION OF PROCEDURES

A. Selection Committee

Proposal submitted will be evaluated by a Selection Committee.

B. Evaluation Criteria

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Town Council.

1. Mandatory elements

a) The audit firm is independent and licensed to practice in the State of Florida.

b) 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 (1988).

c) The firm has no conflict of interest with regard to any other work performed by the firm for the Town of Golden Beach.

d) The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

e) The firm adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided into the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Firms that do not meet the following qualifications shall be deemed non-responsive.**

Firm shall be in good standing with the State of Florida Accounting Board.

Firm shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

Firm shall submit membership documentation certifying that the Firm is a member in good standing with the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Firm shall meet the criteria of AICPA's independence standards and be free from conflicts of interest because of any other Services, work performed or personal or business dealings (this also pertains to all individuals assigned to perform the services). Any possible conflicts shall be disclosed in writing.

3. Technical qualifications (Maximum Points - 65)

a) Expertise and Experience (Maximum Points - 45)

- The firm's past experience and performance on government engagements of comparable size and complexity.
- The quality and experience of the firm's professional auditing personnel to be assigned to the engagement.
- The quality and experience of the firm's professional auditing personnel to be assigned to perform the Single Audit.
- The quality and experience of the firm's professional EDP auditing personnel assigned to the engagement.
- The quality and experience of the firm's management support personnel to be available for technical consultation.

b) Audit Approach (Maximum Points - 20)

- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of the general audit plan for the overall engagement.
- Adequacy of the audit plan for the EDP function.
- Adequacy of the audit plan for the Single Audit.

4. Responses of references (Maximum Points - 20)

5. Cost (Maximum Points - 15)

C. Oral Presentation

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The Town may require additional information and proposers agree to furnish such information..

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the Town of Golden Beach and the firm selected.

The Town reserves the right to award the contract to the proposer who will best serve the interest of the Town. The Town reserves the right without prejudice, based on its deliberations and in its opinion, to accept or reject any or all proposals. The Town also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

VII. VENDOR'S RIGHTS AND RESPONSIBILITIES

1. Rights

You Have a Right to Full and Open Competition.

All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference. The Town shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from the Town and its members, employees, agents or representatives. Furthermore, the Town and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

Your Right of Protest and Appeal.

(1) Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Town Council. Protestors must seek resolution of their complaints initially with the Town Manager. A protest of a request for proposals shall be submitted in writing to the Town Manager prior to the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for proposals. A protest, an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Town Manager within 10 days of the award of the contract.

(2) Stay of procurements during protests. In the event of a timely protest under this paragraph, the Town Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Town Council makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Town.

(3) Protest bond. A protestor shall file a protest bond, equal to 15% of the bid amount, payable to the Town in the event the protest is denied.

Contract claims.

(1) Decision of the Town Manager. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Town Manager for a decision. The contractor may request a conference with the Town Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) Notice to the contractor of the Town Manager's decision. The decision of the Town Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (P)(3).

(3) Finality of Town Manager's decision; contractor's right to appeal. The Town Manager's decision shall be final and conclusive unless, with 10 calendar days from the date of receipt of the decision, the contractor files a written appeal with the Town Council. The contractor must exhaust these administrative remedies before petitioning the circuit court for review of the Town's administrative decision.

(4) Failure to render timely decision. If the Town Manager does not issue a written decision regarding any contract controversy within 10 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

You Have a Right to be Paid Promptly. The Florida Prompt Payment Act requires the Town to make payment for all purchases in a timely manner; specify requirements for a "proper invoice" and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice.

Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, contact the Town Clerk via email at esewell@goldenbeach.us. It's a good idea to confirm invoicing procedures the first time you submit an invoice under a contract. Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time.

2. Responsibilities

As a proposer or vendor of the Town, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by the Town to govern and regulate the relationship between proposers, vendors, authorized officers, staff members, the undersigned and the Town. It is further acknowledged that violation of these responsibilities may result in a proposer's disqualification from a procurement or termination of a contract between the Town and the vendor.

(1.) We will conduct business, both during and after the procurement, with the Town in a manner that avoids even the appearance of impropriety. Prior to the award of a contract, we will not violate the Town's Cone of Silence (as defined in this procurement document).

- (2.) Our fees will be competitive, appropriate to the Contract Documents and arrived at independently.
- (3.) Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Proposer.
- (4.) We will perform contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- (5.) We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by the Town to Town staff, Auditors, Town Councilmembers or their family members or business associates.
- (6.) We will not offer or agree to utilize the services of any firm, in which a Town officer or the Auditors or agent, or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning a Town contract.
- (7.) In dealing with the Town, including, but not limited to the procurement of services, we will conduct business in accordance with all applicable policies and regulations of the Town and we acknowledge that such dealings are subject to public disclosure.
- (8.) In our selection of Sub consultants and personnel for any Town contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or subcontractors are employees, Councilmembers or Auditors of the Town (where relatives shall include siblings, parents, spouses or children of our employees or subcontractors).

We understand that our failure to disclose conflicts may result in our disqualification from a Town procurement or termination of a contract with the Town.
- (9.) We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the project has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.
- (10.) We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.
- (11.) We will not kick back any portion of a contract payment to employees, officers or Councilmembers of the Town nor shall we provide gifts to staff.
- (12.) At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any Auditor or agent of the Town. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.

(13.) All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no off the books transactions or secret accounts.

(14.) Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.

WITNESS:

NAME OF VENDOR:

By: _____

Print Name: _____

Signature of Authorized Representative

Print Name: _____ Title: _____

VIII. GENERAL TERMS AND CONDITIONS

1. **GENERAL:** All Terms and Conditions as stated herein shall apply. No additional Terms and Conditions included with the proposer's response will have any force or effect unless agreed to in writing by the Town. It is understood and agreed that the Terms and Conditions in this document are the only Terms and Conditions applicable to this proposal and the proposer's authorized signature on the proposal form attests to this understanding.
2. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list. Any person who submits in violation shall be automatically deemed non-conforming and therefore ineligible.

3. **ANTI-COLLUSION:** The proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except subproposers if they form part of the response and has not colluded with any other proposer or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the cancellation and/or return of materials (to the greatest extent possible) and removal from the proposer's list.
4. **MULTIPLE PROPOSALS:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers as specified in clause 3. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for Town purposes to be a conviction of a public entity crime.

This provision is not meant to prohibit submission of "alternate" proposals which are being offered as options for consideration within the same proposal.

5. **CONFLICT OF INTEREST:** All proposers must disclose in their proposals, the name of any of their employees, agents, or any family members of their employees or agents who are either elected officials or employees of the Town and the nature of the relationship. Further, all proposers must disclose the name of any Town employee known to them, who owns, directly or indirectly, an interest of five (5%) percent or more in the firm, its subsidiaries or affiliates and the nature of the relationship. Additionally, if vendor employs a previously elected official of the Town within two (2) years of that official leaving office, then this shall also be disclosed in the response.
6. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
7. **FACILITIES:** The Town reserves the right to inspect the proposer's facilities at any reasonable time during normal working hours, with prior notice, to determine that the proposer has a bona fide place of business, and is a responsible proposer.
8. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising without the prior written consent of the Town.

9. **PROPOSAL EXEMPT:** Pricing offered by the proposer shall not be greater than the current contract pricing or pricing given by the proposer to other public entities during the last twelve (12) months. The Town reserves the right, in the Town's sole discretion, to exempt any items or service if deemed to be in the best interest of the Town.
10. **INTERPRETATIONS:** All proposers shall carefully examine the proposal documents. Any ambiguities, inconsistencies or questions concerning the intent, meaning and interpretations of the Town's RFP shall be brought to the attention of the Finance Director, in writing, at least five (5) days prior to the opening of proposals; failure to do so on the part of the proposer will constitute an acceptance by the proposer of any interpretation by the Town and any decision based on these interpretations.

No Town personnel are authorized to give oral interpretations of, or make oral changes to the RFP, and the proposer is hereby instructed not to rely on such interpretations, if given. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the RFP will be made in the form of written Addendums to the RFP and will be furnished to all proposers.

11. **EMPLOYEES:** Employees of the proposer shall at all times be under its sole direction and not be an employee or agent of the Town. The proposer shall supply competent employees. The Town may require the proposer to remove an employee or sub-proposer it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the Town or without any increase in Contract Price. Proposer shall be responsible to the Town for the acts and omissions of all employees working under its direction whether or not the actions taken go beyond the normal scope of employment.
12. **SUBPROPOSER:** Proposer shall not be allowed to subcontract any subsequent Contract unless it first receives the express written permission of the Town. Town may exercise its right to accept or reject a sub-proposer in its sole discretion, whether reasonably or unreasonably. In any approved subcontract, the proposer shall make sure the terms and conditions of any subsequent Contract with the Town are incorporated into its contract with the subproposer.

If a sub-proposer is used, and the sub-proposer fails to perform the work or make progress, as required by any subsequent Contract, and it is necessary to replace the sub-proposer to complete the work in a timely fashion, then proposer shall promptly do so, subject to acceptance of the new sub-proposer by the Town. However, no delay by the sub-proposer shall suffice as a cause for delay in the completion date of the work to be performed under any subsequent Contract.

13. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable, in whole or in part, without the consent of the Town.
14. INDEMNIFICATION: Proposer shall hold the Town, its elected officials, employees and representatives harmless from, and indemnify the Town for any and all claims, liabilities, damages, costs and expenses, including attorney's fees, expenses and court costs which the Town, its elected officials, employees and representatives might suffer or be held liable by virtue of a claim made against the Town, its elected officials, employees and representatives on account of any act or omission of the proposer or any employees, agents or sub-proposers provided by the proposer, whether or not such claim is well taken.
15. INSURANCE: Proposer shall provide and maintain general liability insurance coverage, written with such insurance carriers as the Town shall reasonably approve, for personal injury and property damage in the minimum amount of One Million (\$1,000,000) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000) Dollars, per incident, for property damage.

Proposer shall also be required to provide and maintain, during the life of the Contract, comprehensive automobile liability insurance coverage, with such insurance carriers as the Town shall reasonably approve for bodily injury and property damage in the minimum amount of Three Hundred Thousand (\$300,000) Dollars for each occurrence and Five Hundred Thousand (\$500,000) Dollars combined single limit.

Such liability policy of insurance shall designate the Town as an **additional insured via endorsement** and proposer shall deliver a fully effective certificate to that effect, evidencing no less than a thirty (30) day cancellation power. (The standard insurance certificate language which states, "**Endeavor To**", must be eliminated).

Proposer shall also provide Town with proof that proposer has Workers' Compensation insurance in an amount which satisfies the requirements of Florida Law, written with carriers as the Town shall reasonably approve, for any employee of the proposer.

The proposer shall not commence work on any Town Property until all insurance required as stated herein has been obtained and the Town has approved such insurance.

16. **TERMINATION:** Any contract resulting from this Request For Proposal or a response thereto may be cancelled by the proposer upon ninety (90) days prior written notice to the Town's representative in the event of substantial failure by the Town to perform in accordance with this Contract through no fault of the proposer, however, if the Town has cured the complaint within the ninety (90) day period, the proposer shall lose the right to terminate this agreement.

During the contract period, the Finance Director shall assess the auditor's performance. In the event of a breach of the contract by the auditor or unsatisfactory performance as assessed by the Finance Director, his sole discretion, or if the auditor performs in a manner which precludes the Town from administering its function in an effective or efficient manner, and if after thirty (30) days following written notice hereof, the auditor has been unable to remedy such breach, or provide a satisfactory performance level, then the Town shall, upon written notice to the auditor, be authorized to cancel the contract, thereafter reserving the right to proceed against the auditor for breach.

Unless the proposer is in breach of this Contract, the proposer shall be paid for services rendered to the Town's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Town, the proposer shall:

- A. Stop work on the date to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
 - C. Transfer all work in process, completed work and other materials related to the terminated work to the Town within two weeks of termination.
 - D. Continue and complete all parts of the work that have not been terminated.
 - E. In the event that the proposer defaults on the Contract or the Contract is terminated by the Town for cause due to performance, the Town reserves the right to obtain the materials or services from the next proposer of its choice or other source during the remaining term of the Contract. Under this arrangement the Town will charge and bill the proposer any excess cost occasioned or incurred thereby.
17. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. All adjustments, changes or deviations shall require prior written approval, and shall be binding only if issued through the Finance Department.

18. AWARDS: As the best interest of the Town may require, at the Town's sole discretion, the Town reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award; who has failed to deliver on time contracts of a similar nature or who is not in a position to perform properly under an award.

The Town may make award(s) by individual item, group of items, "all or none", or a combination thereof with one or more proposers. The Town in its sole discretion reserves the right to reject any or all proposals, or waive any minor irregularity or technicality in proposals received.

Proposers are cautioned that Town Staff may act only through the Town Council; therefore, the proposer should not rely on any representation by the Town other than as approved by official action of the Town Council. Therefore, the proposer should make no assumption of an award until the Town has entered into a Contract. The Town shall not be liable for any damages or costs which are incurred by the proposer as a result of proposers reliance on any non Town Council award.

19. ANNUAL APPROPRIATION: Any contract resulting from a Request for Proposal or a response thereto is conditional upon the Town having funding to implement the Contract.
20. CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Request For Proposal shall be included and incorporated in any final Contract.

The venue of any legal action resulting from this proposal and any subsequent Contract shall be Miami-Dade County, Florida.

FALURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON RESPONSIVE. THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR PROPOSAL. IN ADDITION TO THESE ATTACHMENTS, YOU MAY SUBMIT ADDITIONAL PROPOSAL DATA IN ANY FORMAT YOU FEEL APPROPRIATE.

IMPORTANT NOTICE
BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU....

- ___1. Carefully read the entire RFP package and then properly complete and sign the PROPOSAL FORM (Attachment "A").
- ___2. Complete and sign the NON-COLLUSION AFFIDIVAT and have it properly notarized (Attachment "B").
- ___3. Complete and sign the CERTIFICATION page (Attachment "C").
- ___4. Complete and sign the REFERENCES page (Attachment "D").
- ___5. If you qualify, complete and sign the VENDOR DRUG-FREE WORKPLACE form (Attachment "E").
- ___6. Include proof of insurance in accordance with the conditions outlined in paragraph 15 of the General Terms and Conditions section.
- ___7. Make sure your proposal is submitted prior to the deadline; late proposals will not be accepted.
- ___8. Complete and sign the RESPONSIBILITIES page.
- ___9. Submit one (1) original and six (6) copies of your Proposal.
- ___10. Clearly mark the PROPOSER'S NAME, RFP NUMBER, RFP NAME, OPENING DATE AND TIME on the outside of the sealed envelope.

AUDIT FIRM:

(Please Print): _____

Phone: (____) _____ Fax: (____) _____

Authorized Title: _____ Signature: _____

ATTACHMENT "A"
PROPOSAL FORM

VARIATIONS:

The proposer shall identify all variations and exceptions taken to the General Information, General Terms and Conditions, or Scope of Work in the space below or on a separate attachment, provided however, that such variations are not expressly prohibited in the proposal documents. For each variation listed, reference the applicable section of the proposal document and insert your edit notes in that section with the wording you are proposing. If no variations are listed here, it is understood that the proposer's proposal fully complies with all Terms and Conditions and/or Scope of Work. It is further understood that such variations may be cause for determining that the proposal is non-responsive and ineligible for award:

Document _____ *Section* _____ *Variance* _____

Document _____ *Section* _____ *Variance* _____

Document _____ *Section* _____ *Variance* _____

Document _____ *Section* _____ *Variance* _____

Attach additional sheets if necessary.

If "NO PROPOSAL" is offered, please indicate reason(s) why and return our Proposal Form and RFP package to avoid being removed from the Town of Golden Beach' proposers List.

ATTACHMENT "A"
PROPOSAL FORM

To: The Finance Director of the Town of Golden Beach:

(AUDIT FIRM) _____ proposes to furnish AUDITING SERVICES in conformity with the Scope of Work provided, at the prices set forth in the proposed details which are attached and incorporated into this proposal.

The undersigned declares to have specific and legal authorization to obligate its institution to the terms of this Proposal, and further, that the undersigned has examined the Request for Proposal, the General Information, the General Terms and Conditions, and the Scope of Work and other documents included in this RFP, and hereby promises and agrees that, if this proposal is accepted, they will faithfully fulfill the terms of this proposal together with all guarantees and warranties thereto. The undersigned proposer certifies its product, equipment or service meets or exceeds the specifications as stated in the RFP package.

Name

Authorized Signature

Address

Typed/Printed Name

City State ZIP

Title

Telephone Number

Federal Tax ID

Fax Number

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposed and says that:
(Authorized Agent)

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of (Institution name) _____, the proposer that has submitted the attached proposal;
- (2) He/She is fully informed regarding the preparation and contents of the attached proposal along with all pertinent circumstances regarding such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer(s), 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 bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached proposal or of any other proposer(s), or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other proposer(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against another proposer(s), 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 proposer or any other of its agents, representative, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of

Witness

Signature

Witness

Printed Name

Date

Date

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT

ACKNOWLEDGMENT

State of _____)

)ss.

County of _____)

BEFORE ME, the undersigned authority, personally appeared (name)_____ to me and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that (name)_____ executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this ____ day of _____ 200__.

NOTARY PUBLIC, State of Florida at Large

Signature of Notary Public:
Also Print, Stamp or include Council number and expiration date if not included in the Stamp.

Type
() Personally Known to me or
() Produced Identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath.

**ATTACHMENT “C”
CERTIFICATION**

The undersigned, hereby agrees to furnish the items(s)/services(s) described in the Request for Proposal. I(We) have read the entire document, including the General Information, General Terms and Conditions, and Scope of Work. The undersigned agrees to comply with all of the requirements of the entire Request for Proposal exclusive of those indicated in Attachment “A” Variations section.

Indicate proposer’s type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

IF OTHER, EXPLAIN:

Audit Firm

Authorized Signature

Address

Typed/Printed Name

City State ZIP

Title

Telephone Number

Federal Tax ID

Fax Number

ATTACHMENT "D"
REFERENCES

Please list name of governmental agency or similar institution with whom you have done business within the past five years:

| | |
|---------------------------------|---------------------------------|
| Agency/Institution Name: | Agency/Institution Name: |
| Address: | Address: |
| City/State/Zip: | City/State/Zip: |
| Phone: | Phone: |
| Contact: | Contact: |
| Dates of Service: | Dates of Service: |

| | |
|---------------------------------|---------------------------------|
| Agency/Institution Name: | Agency/Institution Name: |
| Address: | Address: |
| City/State/Zip: | City/State/Zip: |
| Phone: | Phone: |
| Contact: | Contact: |
| Dates of Service: | Dates of Service: |

ATTACHMENT "D"
REFERENCES

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE TOWN OF GOLDEN BEACH AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. FURTHERMORE, IT IS UNDERSTOOD AND AGREED THAT THE TOWN MAY, AT ITS SOLE DISCRETION, CONDUCT OR HAVE CONDUCTED ANY OR ALL BACKGROUND CHECKS WHICH ARE PERMISSIBLE BY LAW. I HEREBY INDEMNIFY THE TOWN OF GOLDEN BEACH AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

Audit Firm

Authorized Signature

Address

Typed/Printed Name

City/State/ZIP

Title

Telephone Number

Federal Tax ID

Fax Number

ATTACHMENT "E"
VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting certifications with their bid/proposals stating that they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation 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. Provide each employee engaged in providing the commodities or contractual services that are under bid with a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this organization complies fully with the above requirements.

NOTE: Sign this form **ONLY** if you qualify as a Drug-Free Workplace.

Audit Firm

Authorized Signature

Address

Typed/Printed Name

City/State/ZIP

Title

Telephone Number

Federal Tax ID