

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 15-03-01

Auditing & Financial Analysis Services

RFP OPENING: May 29, 2015, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 15-03-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Auditing & Financial Analysis Services

The Town intends to award a contract to a firm(s) to provide services necessary for the scope of services (the "Scope of Services") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), May 29, 2015, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-640-4236
Email: tedras@LBTS-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Table of Contents

Part I	Statement of Work	2
A	Objective	2
B.	General Information	2
C	Scope of Work	2
D	Technical Requirements	4
E	Insurance and Licenses	5
Part II	General Information	6
A	Definitions	6
B	Invitation to Propose; Purpose	6
C	Contract Awards	6
D	Proposal Costs	7
E	Inquiries	7
F	Delays	7
G.	Pre-proposal Meeting	7
H	Proposal Submission	7
I	Proposal Format	8
J	Proposal – Procedural Information	10
K	Public Records	11
L	Irregularities; Rejection of Proposals	12
M	Evaluation Method and Criteria	13
N	Representations and Warranties	14
O	Town Contract	14
Exhibits	Forms Page	
	RFP Form A. Qualifications Statement	1
	RFP Form B. Reference Form	3
	RFP Form C. Price Proposal Form	4
	RFP Form D. Proposer's Certification	6
Appendix		
	Appendix A. FY 2013 CAFR	A-1
	Appendix B. FY 2013 VFD Financial Statements	A-2

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea (the "Town"), a Florida Municipality located in Broward County, is requesting proposals from qualified Certified Public Accounting firms to audit its financial statements for the fiscal year ending September 30, 2015, with the option to renew the agreement for each of the four (4) subsequent fiscal years. This is a Financial Audit as required under Section 218.39, Florida Statutes.

In addition, the Town may need other financial analysis services as yet unidentified during this same period.

B. GENERAL INFORMATION

Lauderdale-by-the-Sea is a town of approximately 6,300 full time residents, but the population swells to almost 13,000 in the winter months. The Town's All Funds budget in fiscal year 2014/15 is approximately \$18.4 million, of which \$2.4 million is scheduled to be spent on capital improvements.

The budget is composed of the following funds:

1. The General Fund - \$12,393,499
2. The Police Confiscation Fund - \$161,500
3. The Sewer Fund - \$1,181,300
4. The Fire Fund - \$1,114,735
5. The Capital Project Fund - \$2,232,227
6. The Parking Fund - \$1,362,500

The Town currently is debt-free. Town employees are members of the Florida Retirement System, but the Town does have pension liabilities for a pension plan established by Town ordinance for the members of the Lauderdale-by-the-Sea Volunteer Fire Department.

The Town has a small workforce because it contracts with other agencies to provide a large variety of municipal services (Police, EMS, Fire Protection & Suppression, Building Services, Code Enforcement, and Parking Operations, Engineering).

C. SCOPE OF WORK

The Town desires to have the auditor express an opinion on the fair presentation of its general purpose financial statements and a separately issued opinion on the financial statements of the

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

Volunteer Fire Department's Pension Plan in conformity with generally accepted accounting principles. This is a Financial Audit which shall meet the requirements of 218.39, Florida Statutes.

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA)
- The government auditing standards set forth in the U.S. General Accounting Office's Government Auditing Standards
- The rules and requirements established by the Auditor General of the State of Florida for form and content of audits
- The provisions of the Federal Single Audit Act of 1984
- The provisions of the U.S. Office of Management and Budget (OMB) Circular A-133 and any applicable amendments Section 11.45, Florida Statutes
- State of Florida Department of Banking and Finance regulations
- All other applicable Federal, State and local laws and regulations.

The Town reports the following funds:

- *General Fund* – The Town's primary operating fund.
- *Capital Projects Fund* – Used to account for the acquisition and construction of major capital facilities.
- *Police Training and Forfeiture Fund* – a non-major governmental fund used to account for confiscated property and the authorized law enforcement expenditures.
- *Fire Fund* – a non-major governmental fund used to account for fire assessment revenues dedicated to fire prevention services and authorized volunteer fire department expenditures.
- *Sewer Fund* – a major proprietary fund used to account for activities associated with providing sewer services within the Town.
- *Parking Fund* – a major proprietary fund used to account for parking meter revenue and

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

related expenditures.

- *Pension Trust Fund* – a fiduciary fund used to account for the activities of the Volunteer Fire Department's Pension and plan and the resources accumulated for pension benefits.

In addition, the Town may require financial analysis services under this contract which would be negotiated on a fee basis.

D. TECHNICAL REQUIREMENTS

Following the completion of the audit of the fiscal year's financial statements, the auditor shall compile the financial statements and footnotes based on information provided by the Town. In addition, the auditor shall prepare reports as required to comply with the auditing standards cited in Section C. above, including but not limited to:

- A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles.
- A report that assesses the Town's existing internal control structure based on the audit of the basic financial statements performed in accordance with government auditing standards and makes recommendations to improve those controls.
- A report on compliance with applicable laws and regulations.

In the required reports on internal controls, the auditor shall communicate any significant deficiencies found during the audit. A significant deficiency shall be defined as a significant deficiency in the design or operation 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.

Significant deficiencies that are also material weaknesses shall be identified as such in the report.

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

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the appropriate Town personnel (which may include the Town Manager, the Finance Director and the Town Commission) as well as the Town Attorney.

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

(a)

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Professional Liability** – \$1,000,000 professional liability insurance with a minimum limit \$1,000 per occurrence.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

- #### (b)
- Certified Public Accountant** – Current active license to practice public accounting in the State of Florida.

END OF PART I

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Town Clerk

4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-640-4236
Email: tedras@LBTS-fl.gov

B. INVITATION TO PROPOSE: PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

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

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 15-03-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (5) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 15-03-01
Subject: Auditing & Financial Analysis Services
Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail or delivery. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to verify actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- A description of the size of the firm's governmental staff, the location of the office from which the work on this engagement is to be performed, and the number and level of the professional staff to be employed in this engagement on a full-time basis and the number and level of the staff to be so employed on a part-time basis.
- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal auditor shall be noted, if applicable.
- In a joint proposal, the principal firm shall complete and sign the proposal signature page, and the structure, duties and responsibilities of each firm shall be clearly delineated.
- Each 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 local government engagements.
- The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or /pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The firm shall provide an explanation of all pending, local office litigation as well as all litigation related to the firm's audits of State or Local Government entities.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also shall provide information on the number of years performing government audits as well as the auditing experience of each person, including information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, and qualifications.

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

For the firm's office that will be assigned responsibility for the audit, list a minimum of five Florida municipal audit engagements performed in the last three years and include the name and phone number of the customer point of contact for each audit engagement.

6. Approach to Providing Services

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this Request for Proposals. Proposers will be required to provide the following information on their audit approach:

- a. Segmentation of the engagement.
- b. Level of staff to be assigned to each segment of the engagement.
- c. Type and extent of analytical procedures to be used in the engagement.
- d. Approach to be taken to gain and document an understanding of the Town's internal control structure.
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- f. Approach to be taken in drawing audit samples for purposes of tests of compliance.

7. Compensation

The proposal shall document the fee proposal for the auditing services described in this RFP for each year of the potential contract on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
5. Proposer's Certification Form:
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:
 - A. ability to meet set standards;
 - B. availability of qualified personnel;
 - C. compensation;
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal;
 - L. past history of meeting required time frames; and
 - M. approach to Work.

2. Selection

The Town's Audit Committee (the "Committee") will conduct the selection process. The Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Committee may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town’s standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

AUDITING & FINANCIAL ANALYSIS SERVICES

Lauderdale-By-The-Sea RFP No. 15-03-01

Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

