

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

To: All Prospective Proposers

From: Rhonda Ulmer, Procurement Manager

Dear Potential Proposer:

The City of Casselberry, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the “City”, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the “Scope of Services” of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal and Acceptance of Terms Form**, herein.

**All proposals shall be received by the due date and time as indicated herein.** Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to Vendorlink, LLC, at: <https://www.myvendorlink.com/common/default.aspx>. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

**All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Casselberry, Florida.

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**SECTION 1 PROJECT OVERVIEW**

**1.01 INTENT AND PURPOSE**

The City is interested in contracting with one (1) qualified firm to provide Accounting Services to assist with the preparation and compilation of the City's Comprehensive Annual Financial Report. Services include basic financial statements, MD&A, required supplemental information, and associated notes to the financial statements. The Firm will be responsible for ensuring that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.

**1.02 BACKGROUND**

The City of Casselberry was incorporated in 1965 and is located at the crossroads where U.S. Highway 17-92 and State Road 436 intersect. Both of these roads are known for the substantial retail and multi-family development. The City is committed to redevelopment activities along U.S. Highway 17-92, including a mix of retail, government, residential and recreational activities.

Located just 20 minutes northeast of downtown Orlando, Casselberry's city government is focused on meeting the needs of businesses looking to relocate and/or entrepreneurs who are seeking the right location to jump-start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community in which to do business.

The City operates under a Commission/Manager form of government and provides a full range of services to include, police, the construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water and other infrastructure, engineering, planning and community development, code enforcement, general administration and support services, and recreational and cultural events. Additional City information can be found at: <https://www.casselberry.org/31/About-Us>.

**1.03 TERM**

It is anticipated an Agreement will be awarded for a period of three (3) years that may be extended at the option of the City for two (2) additional one (1) year terms. Total contract length, including all renewals shall not exceed five (5) years. The City will reserve the right to cancel this agreement at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

**1.04 MINIMUM REQUIREMENTS**

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer must provide documentation to demonstrate meeting the minimum qualifications.

1. Demonstrate a minimum of three (3) years of experience working with governmental agencies within the State of Florida; preferable municipalities similar in size as the City.
2. Demonstrate a minimum of sixty (60) Continuing Professional Education (CPE) hours; with a minimum of twenty (20) hours dedicated to governmental accounting within the preceding last two (2)

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years.

3. Experience working with Cafr-on-line [now The Reporting Solution (TRS)] Preparation Software.

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

- A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- B. Licenses: All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
- C. **The Contractor shall have been in business for a minimum of five (5) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of ten (10) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
- D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida. **The Firm shall have been in business for a minimum of five (5) consecutive years**. This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.

Evidence of authority to conduct commercial business in the State of Florida - **Provide Sunbiz report showing your company registered as "Active"**.

Financial Capacity - The Proposer may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Proposer receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

**1.05 RFP SECURITY BOND (Not Applicable)**

**1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)**

**SECTION 2 PROPOSAL SCHEDULE**

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

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Tentative Schedule	
Task	Date
RFP Released	Tuesday, May 4, 2021
Deadline for Questions by Interested Parties	Thursday, May 13, 2021 – 2:00 p.m.
Proposal Due Date and Time	Tuesday, June 8, 2021 – 2:00 p.m.
Evaluation and Shortlist	Thursday, June 24, 2021 – 8:30 a.m.
Informal Interviews if Required	July 2021
City Commission Approval of Contract	July 2021

**SECTION 3 GENERAL INSTRUCTIONS**

**3.01 REQUESTING THE SOLICITATION DOCUMENT**

The RFP documents may be obtained at no charge from: Vendorlink, LL., at <https://www.myvendorlink.com/common/default.aspx>. Register as a vendor to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement and Contract Management Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue proposals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

**3.02 ON-LINE SERVICE PROVIDER DISCLAIMER**

VendorLink, LLC System has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

**3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS**

The City of Casselberry Procurement and Contract Management Division, its website and service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

**3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)**

A Pre-proposal Conference will not be held for this solicitation.

**3.05 INTERPRETATION AND QUESTIONS**

All questions relating to this solicitation document must be in writing and hand-delivered or delivered

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electronically through email to the attention Procurement and Contract Management Division that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

Procurement and Contract Management Division  
City of Casselberry  
95 Triplet Lake Drive, 2nd Floor  
Casselberry, Florida 32707  
Phone: (407) 262-7700, Ext. 1142  
Email: [procurement@casselberry.org](mailto:procurement@casselberry.org)

- A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Procurement and Contract Management Division **prior** to proposal opening, should clarification be required.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement and Contract Management Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Proposer to contact the Procurement and Contract Management Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.
- E. Addenda will be available to all Proposers and will be uploaded to VendorLink, LLC, at <https://www.myvendorlink.com/common/default.aspx>.

### **3.06 PREPARATION AND FORMAT**

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content

### **3.07 PAGE LIMITATION**

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

### **3.08 COMPLETENESS**

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Selection dividers with tabs properly labeled with Tab letters to identify each required criteria in Section 4. Include slip sheets indicating the tabs, in place of dividers for electronic submissions.
- B. All attachments shall be placed under the appropriate tab for that sub-section.
- C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

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**3.09 JOINT VENTURES**

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE**

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation, or
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company, or
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company; or
- D. A signed Sunbiz Florida Profit Corporation Annual Report.
- E. Please include this information under Tab “E” of your proposal.

Failure to sign and witness the Proposer’s signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

**3.11 PROPRIETARY INFORMATION**

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

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**3.12 PROPOSAL REPRODUCTION**

Please submit one (1) proposal electronically through Vendorlink, LLC containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software. The electronic version should include slip sheets indicating the tabs, in place of dividers.

**3.13 SUBMISSION OF PROPOSALS AND DELIVERY**

- A. Proposals shall be received in the City's Procurement and Contract Management Division at or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer's agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location. **Proposal shall be submitted on Vendorlink, LLC.**
- B. **Reference Exhibit 3 for instructions regarding Electronic Submissions hereby incorporated into the solicitation.**

**3.14 PUBLIC OPENING OF PROPOSALS**

The names of the respondents will be posted to Vendorlink, LLC. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

**3.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

**3.16 OWNERSHIP OF DOCUMENTS**

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

- A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation and/or awarded agreement as a result of this solicitation process are, and shall remain, the property of the City whether the project for which they are made is executed or not.
- B. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful Proposer(s) shall be delivered by the successful Proposer(s) to the City at the conclusion of the project or the termination of the successful Proposer(s)' services.



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**SECTION 4 PROPOSAL RESPONSE AND FORMAT**

**4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”**

- A. **Executive Summary.** Each Firm must submit an Executive Summary limited to two (2) pages, signed by an authorized representative, that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Include information on the size of your firm’s governmental audit staff and the location of the offices (s) from which each segment of the audit is to be performed. The Executive Summary should also summarize the organization structure and the key elements of the proposal.
- B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Account Supervisor. Include a project team organizational chart that includes team members and their project role. Include resumes of key individuals and staff including their location and availability.
- C. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
1. Cases, which are related to contractual services provided in the regular course of business.
  2. The regional/district office that will be supporting this contract.
  3. Sanctions: List any regulatory or license agency sanctions.
  4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
  5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
  6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.
- D. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year’s financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer’s financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to furnish the financial requirements of the RFP may be grounds for disqualification of your proposal response and offer.
- E. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies’ financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a

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substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

- F. **Financial Plan, Capital and Capabilities.** Demonstrate your financial soundness and history of meeting financial obligations. Provide a general description of firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

**4.02 SIMILAR PROJECTS/INCLUDING GOVERNMENT EXPERIENCE/REFERENCES – TAB “B”**

- A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of municipal projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer's firm, as follows:
1. Client name, address, phone, fax number and email address;
  2. Description of all services provided;
  3. Performance period; and,
  4. Total annual amount of contract.
  5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.
- B. Describe any significant or unique awards received or accomplishments made in previous, similar projects. Include recognized Comprehensive Annual Financial Report awards earned.

**NOTE:** Please do not include projects completed or currently underway with the City of Casselberry.

**4.03 PROJECT APPROACH/WORK PLAN – TAB “C”**

- A. Define the adequacy of resources, **including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.** Provide data on how your firm meets or exceeds the minimum qualifications required.
- B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. Describe in detail how the required services will be executed. Include information related, but not limited to operations, management, timeframes and scheduling, communicating with the City, reporting methods, and invoicing.
- F. Provide the current and projected workload of Contractor.

**4.04 PRICE PROPOSAL – TAB “D”**

The **Price Proposal and Acceptance of Terms Form**, shall be completed and included along with the **Price Proposal Schedule worksheet** in Tab D. An authorized signatory must sign attesting to knowledge of Scope of Work, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

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**A. Fee Proposal:**

The City is requesting a lump sum fee for Accounting Services. The stated lump sum fee shall include all costs associated with the performance of the services, inclusive of all personnel, meetings, strategy sessions, discussions, field work, reports, etc., as required to complete the accounting services. There shall be no hidden costs associated with the delivery of the services.

The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing.

Final payment shall be payable upon the conclusion of the audit, receipt and approval of the final report by the City.

**B. The Price Proposal shall be evaluated using the below formula:**

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

Proposer	Proposed Price	Applied Percentage (%)		Maximum Score		Weighted Score
A	\$42,500.00	84%	X	25	=	21
B	\$40,000.00	89%	X	25	=	22
C	\$35,500.00	100%	X	25	=	25

**4.05 RFP REQUIRED FORMS – TAB “E”**

Proposers shall include all applicable and properly executed forms under Tab E.

- A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Casselberry.
- C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
- D. **Drug Free Workplace Certification.** If applicable, Proposers must complete and sign the **Drug Free Workplace Certification**.

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- E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information**. Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
- F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Casselberry staff shall not be provided or considered)
- G. **Sub-contractors.** Sub-contractors will not be used to for this solicitation.
- H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- I. **Proof of Licenses/Certification.** Documentation shall include, but not be limited to:
1. Provide copies of required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your Firm's qualifications.
  2. The Firm shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
  3. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
  4. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
- J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
- K. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

**4.06 ADDITIONAL INFORMATION – TAB “F” (No assigned points)**

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

**SECTION 5 EVALUATION PROCESS**

**EVALUATION CRITERIA**

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	30
B	Similar Projects/References	25
C	Project Approach	30
D	Price Proposal/Fee Schedule	15
MAXIMUM TOTAL POINTS		100

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**ADJECTIVAL RATING**

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

- 0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
- 1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

**5.01 DETERMINING RESPONSIBILITY**

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer's ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with the City;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

**5.02 MATERIAL DEVIATIONS**

The City of Casselberry has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Casselberry may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Casselberry. Material deviations cannot be waived.

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**5.03 EVALUATION PROCEDURE**

- A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance with the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.
- B. An initial review is performed by the Procurement and Contract Management Division to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:
  - 1. The proposal was submitted by the stated deadline;
  - 2. All required documents have been submitted;
  - 3. All documents requiring an original signature have been signed and submitted; and
  - 4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.
- C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

**5.04 EVALUATION**

The evaluation committee consists of individuals who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. Professional advisors, local government staff or officials may be appointed by the City Manager or Designee. Submittals will be reviewed and evaluated independently by the evaluation committee using an adjectival rating system. The summary results will be provided electronically to Procurement and will be posted on Vendorlink.

**5.05 INITIAL RANKING - SHORTLIST**

The evaluation committee may rank and shortlist a minimum of three (3) firms based upon the criteria established herein. If fewer than three (3) firms submit a proposal, the City may elect to have presentations or interviews; proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

**5.06 PRESENTATIONS OR INTERVIEWS**

The City may conduct informal interviews with Proposers regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Procurement and Contract Management Division will notify all selected Proposers of the City's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have representatives of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the

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respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

**5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS**

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement and Contract Management Division and a member from the requesting Division/Department/Office. **The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation.** Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

**5.08 RIGHT TO CANCEL OR REJECT**

- A. As the best interests of the City may require, a solicitation may be canceled, or the Procurement Administrator may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the City's Procurement Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
- B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

**5.09 SHORTLIST**

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on the City of Casselberry website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>. Proposers may also call the Procurement and Contract Management Division for results.

**5.10 NOTICE OF INTENT TO AWARD**

The Procurement and Contract Management Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Casselberry's website via VendorLink, LLC

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**5.11 PROTESTS AND APPEALS**

- A. Any prospective Proposer or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Manager. The protest shall be received in the Procurement and Contract Management Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Casselberry Procurement Policy.
- B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Intent to Award Protest, in writing, with the Procurement and Contract Management Division Office, by 5:00 p.m. on the third (3rd) business day after the Notice of Intent to Award is posted. A Notice of Intent to Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is not upheld in accordance with Section VIII of the City of Casselberry Procurement Policy.
- C. The decision of the City Commission shall be final and conclusive.

**5.12 AGREEMENT/CONTRACT**

The City's standard agreement for the services is included herein. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

- A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
- B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
- C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
- E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
- F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

**5.13 AWARD OF CONTRACT**

- A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.



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- B. The Procurement and Contract Management Division and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

**5.14 NON-EXCLUSIVE CONTRACT**

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

**5.15 OWNERSHIP AND RIGHTS IN DATA**

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

**5.16 ADDITIONAL INFORMATION/DATA**

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

**SECTION 6 GENERAL TERMS AND CONDITIONS**

**6.01 INTERCHANGE OF TERMS**

- A. Throughout this solicitation document, the terms Contractor, Offeror, Proposer and/or Respondent may be used interchangeably with each other.
- B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

**6.02 FUND AVAILABILITY**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Casselberry abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

- A. Multi-Year Contracts and Appropriation of Funds (As applicable)  
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract.

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Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.

- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

**6.03 PROMPT PAYMENT ACT**

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

**6.04 PURCHASING CARD PROGRAM**

The City of Casselberry offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Proposer is interested or desires additional information, please indicate in your bid submittal.

**6.05 INVOICES**

- A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida, 32707 or [ap@casselberry.org](mailto:ap@casselberry.org). For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

- B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contract Management Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision.

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of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

**6.06 PRICE ADJUSTMENTS**

- A. Prices for all products and services, other than Out of Pocket and Travel Expenses, resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the Producer Price Index Industry Data, Investment Advice (PPI - Series Id PCU52393-52393) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the PPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.
- B. In the event the PPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the PPI or industry.
- C. The City has the right to refuse acceptance of a requested price increase, if it is not properly documented; or the request is not submitted less than ninety (90) days from the contract expiration date; or is considered by the City to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract may be terminated for convenience.

**6.07 PRICE**

- A. Prices shall include all costs associated with the products and services being solicited including labor, management, etc.
- B. Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- C. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm

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**6.08 LOCAL BUSINESS TAX RECEIPT**

Both the City of Casselberry and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. For information concerning this requirement please go to the City's Community Development Department directly at <https://www.casselberry.org/731/Business-Tax-Receipts>.

**6.09 OUT OF POCKET AND TRAVEL EXPENSES**

- A. Out-of-Pocket expenses such as supplies, printing, binders, etc. shall be charged in accordance with Section 6 in the Scope of Services.
- B. Any travel required pursuant to the Contract out of the Orlando MSA shall be in accordance with current State per diem rates as per the Scope of Services. No costs for travel, meals, or accommodations shall be charged to the City for travel within the Orlando MSA.
- C. Contractor shall provide documentation of all actual "Out of Pocket" and Travel expenses as a condition of reimbursement. Offeror shall include as a part of the solicitation response, all details and costs regarding anticipated travel expenses and note such costs on the price sheet as a separate line item.

**6.10 FOREIGN CORPORATION**

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Casselberry.

**6.11 PERMITS, LICENSES OR FEES**

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

**6.12 TAXES**

The City of Casselberry is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012530043C-7 and the Federal Employee Identification Number is 59-1056912. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

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**6.13 COMPLIANCE WITH ALL LAWS AND VENUE**

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

**6.14 OFFEROR'S QUALIFICATIONS**

- A. Offeror shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a Contract.
- B. The City shall have the right to investigate the financial condition, experience record, qualifications, and references of each Offeror and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.
- C. Offeror shall satisfy each of the following requirements cited below. Failure to do so may result in the response being deemed non-responsive or rejected.
  - 1. Offeror, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
  - 2. Offeror, including any principal, officer, agent, or proposed subcontractor of Offeror, shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**6.15 CONFLICT OF INTEREST**

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Casselberry. Furthermore, all Proposers shall disclose the name of any City of Casselberry officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Conflict of Interest provisions of the City of Casselberry Procurement Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

**6.16 NON-COLLUSION/LOBBYING CERTIFICATION**

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken

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any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

**6.17 ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

**6.18 INDEPENDENT CONTRACTOR AND LIABILITY**

The successful Proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Proposer shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Proposer's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Proposers are advised that the City will not accept limitations on liability. The successful Proposer will be fully liable for all damages and events caused by the successful Proposer without any limitations as to dollar amount. The City will pursue liable Proposers to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Proposer non-responsible, and, as such, the bid will not be accepted by the City.

**6.19 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor requests to substitute personnel, it is expected that such personnel shall have equal or higher knowledge, skills, abilities, and qualifications (KSA's). The City reserves the right to request resumes and approve the use of such personnel.

**6.20 DELETION/MODIFICATION OF SERVICES**

The City reserves the right to exercise any portion of the Scope of Services. If such right is exercised by the City, it will be in compliance with the fee schedule.

Fee shall be reduced in the same ratio as the estimated cost of the work deleted compared to the estimated cost of the work originally planned. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

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**6.21 INDEMNIFICATION**

- A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees in performance or non-performance of its obligations under the awarded agreement. The successful Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents to agree in writing to the provisions of this paragraph.
- B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

**6.22 INSURANCE REQUIREMENTS**

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** with your proposal submittal.
- B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement and Contract Management Division within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Casselberry as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

**6.23 PUBLIC ENTITY CRIMES**

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor,

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or consultant in connection with this agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Casselberry in accordance with all Florida Statutes.

**6.24 ACCEPTANCE OF GOODS/SERVICES**

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

**6.25 DRUG FREE WORKPLACE PREFERENCE**

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification** and include with your RFP response.

**6.26 AMERICANS WITH DISABILITIES ACT**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contract Management Division, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707, telephone (407) 262-7700, Ext. 1142 not later than seven (7) days prior to the date on which the accommodation is requested

**6.27 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER**

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

**6.28 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.



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**6.29 PROPOSAL USE BY OTHER AGENCIES**

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

**6.30 CONE OF SILENCE/LOBBYING**

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement and Contract Management Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.
- D. Proposers, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

**6.31 QUESTIONS**

All questions and inquiries concerning procedural matters shall be directed to the Procurement and Contract Management Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement and Contract Management Division, in writing, by the date stipulated in the tentative schedule herein.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Procurement and Contract Management Division.

**6.32 OFFICE OF RECORD**

The City of Casselberry Procurement and Contract Management Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The

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Procurement and Contract Management Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., via phone at (407) 262-7700, Ext. 1142.

**6.33 TIME OF PERFORMANCE**

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

**6.34 ATTACHMENTS AND EXHIBITS**

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

**6.35 COST OF SUBMITTAL**

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

**6.36 PROHIBITION AGAINST CONTINGENT FEES**

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

**6.37 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of a response, the Proposer certifies that in connection with this proposal:

“The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.”

**6.38 RESPONSIBILITY OF PROPOSER**

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed; and is fully capable to meet all of the requirements of the solicitation and subsequent contract.

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**6.39 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

**6.40 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**6.41 SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

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**6.42 ESTIMATED QUANTITIES**

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

**6.43 MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Proposer shall prevail.
3. Proposer shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

**6.44 UNBALANCED BIDDING PROHIBITED**

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Proposers for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Proposer obtained and upon which the Proposer relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Proposer is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

**6.45 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Proposers within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Proposer to complete the Work or otherwise creating an appearance of an undercapitalized Proposer.

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In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Proposer obtained and upon which the Proposer relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the Proposer is unable to demonstrate the validity and/or necessity of the front-loaded costs.

**6.46 PUBLIC EMERGENCIES**

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a “first priority” basis. The City expects to pay contractual prices for all products and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**6.47 SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

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**6.48 TRUTH IN NEGOTIATION CERTIFICATION**

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of \$190,000 to establish a fair and reasonable price.

**6.49 PUBLIC RECORDS COMPLIANCE**

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

- A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:
1. Keep and maintain all public records required by the City to perform the services herein; and
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
  4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

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- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, [DGARDNER@CASSELBERRY.ORG](mailto:DGARDNER@CASSELBERRY.ORG), 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

**6.50 ADMINISTRATIVE PROVISIONS**

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

**6.51 TIE BIDS**

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie proposers shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the proposers involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

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**Attachment “A”**  
**Insurance Requirements**

A. Insurance. The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Proposer/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Proposer/Contractor and/or subcontractor shall name the “City of Casselberry” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:



**City of Casselberry | Procurement and Contract Management Division**  
**95 Triplet Lake Drive, Casselberry, Florida 32707**  
**Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org**

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City of Casselberry  
c/o Administrative Services Director  
95 Triplet Lake Drive  
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

**\*NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT AND CONTRACT MANAGEMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Typed Name of AUTHORIZED SIGNATORY

\_\_\_\_\_  
Title

***The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.***

**PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE**

**☛ Failure to submit this form may be grounds for disqualification of your submittal ☛**

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**Attachment “B”**  
**Conflict of Interest and Non-Collusion Statement**

- A.** This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2021-0707 Accounting Services.

This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_  
[Name of entity submitting sworn statement]  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ of the individual signing this sworn statement:  
\_\_\_\_\_.

My name is \_\_\_\_\_ and my relationship to the above entity is \_\_\_\_\_.  
[Please print name of individual signing]

**B. CONFLICT OF INTEREST**

1. The entity hereby submits a proposal/offer to RFP-2021-0707 for Accounting Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

**C. NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**D. LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

---

AUTHORIZED SIGNATURE

---

Typed Name of AUTHORIZED SIGNATORY

---

Title

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

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**Attachment “C”**  
**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

_____ Authorized Signature	_____ Printed Name	FEIN: _____
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_____ Title	_____ Date
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**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Attachment “D”**  
**Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. 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 violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Typed Name of AUTHORIZED SIGNATORY

\_\_\_\_\_  
Title

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

REQUEST FOR PROPOSAL (RFP)  
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment “E”  
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Proposer/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include:**

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
FEIN: \_\_\_\_\_

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE  
Failure to submit this form may be grounds for disqualification of your submittal

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Attachment “F”**  
**References**

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

<b>Project #1:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Project #2:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Project #3:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Project #4:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Project #5:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

City of Casselberry | Procurement and Contract Management Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)  
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment “G”  
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney’s fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)  
Failure to submit this form may be grounds for disqualification of your submittal



**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Attachment “H”**  
**Price Proposal and Acceptance of Terms**

The Price Proposal Form (spreadsheet), consisting of one (1) page, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC. Proposer should complete and fill in all line items within worksheet in the workbook.

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	CAFR FY 2021 (10/1/2020 - 9/30/2021)	\$0.00
2	CAFR FY 2022 (10/1/2021 - 9/30/2022)	\$0.00
3	CAFR FY 2023 (10/1/2022 - 9/30/2023)	\$0.00
4	CAFR FY 2024 (10/1/2023 - 9/30/2024)	\$0.00
5	CAFR FY 2025 (10/1/2024 - 9/30/2025)	\$0.00
	<b>Total RFP Price Submitted:</b>	<b>\$0.00</b>
6	Hourly Rate for Additional Work - Staff*	\$0.00
7	Hourly Rate for Additional Work - Executive*	\$0.00
*Information purposes only - not part of the Evaluation Criteria.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
 Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

City of Casselberry | Procurement and Contract Management Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)  
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment "I"  
Statement of "No Bid Submittal"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Casselberry, Procurement and Contract Management Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP-2021-0707, titled Accounting Services for the following reason(s):  
[Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_

Title

Date

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Exhibit “1”**  
**Scope of Work**

**A. Description of City Structure.**

**1. Form of Government.**

The City operates under a Commission/Manager form of government and provides the following services to its residents:

- a. Police;
- b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
- c. City planning, zoning, subdivision and building code regulation, and enforcement;
- d. Supervised recreation programs;
- e. Redevelopment of declining commercial and residential areas;
- f. Water, sewer, and reclaimed water services;
- g. Residential solid waste collection services; and
- h. Municipal golf course.

**2. Fiscal Year Definition.**

The City's fiscal year commences on October 1<sup>st</sup> and ends on September 30<sup>th</sup>.

**Fund Structure.**

<b>Fund Type</b>	<b>Number of Individual Funds</b>	<b>Budget – FY 2021</b>
General Fund	1	\$19,709,134
Enterprise Funds	4	\$30,905,854
Special Revenue Funds	14	\$8,544,515
Capital Projects Funds	3	\$22,200,073
Debt Service Funds	1	\$1,336,124

NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

**3. Component Units.**

The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

**4. Pension Plans.**

The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees.

**REQUEST FOR PROPOSAL (RFP)**  
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**Due Date: June 8, 2021 – 2:00 p.m.**

The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

Note: The City's various financial reports are accessible and available from the City's website at: <http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report>

**5. Basis of Accounting.**

- a. All Governmental funds are accounted for using the modified accrual basis of accounting.
- b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.
- c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

**6. Computer System.**

The City financial application software is the Naviline® platform provided by Central Square Technologies.

**B. Scope of Services Minimum Requirements.**

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Comprehensive Annual Financial Report for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the Financial Reporting preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the Comprehensive Annual Financial Report.
4. The successful proposer will develop a list of required information for the preparation of the Comprehensive Annual Financial Report.
5. The successful proposer will ensure the Comprehensive Annual Financial Report is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing Comprehensive Annual Financial Report implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

**C. Additional Consulting Services.**

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

**D. The Contractor's General Work Plan.**

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.
2. Actual preparation of the Comprehensive Annual Financial Report begins with an upload of the trial balance into the financial reporting preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The financial reporting preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the financial reporting preparation software, and input via the document editor process.
3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the financial reporting preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.
4. The City will also review the Comprehensive Annual Financial Report with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**E. General Project Schedule.**

<b>Month</b>	<b>Task</b>
July or August	Review of financial reporting preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end Comprehensive Annual Financial Report preparation.
December	Assist the City with mapping of new accounts as needed in financial reporting preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by financial reporting preparation software for any unmapped accounts or format issues that need to be addressed. Work with financial reporting preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the financial reporting preparation software.
January	Update mapping of data in statistical section tables within the financial reporting preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of the Comprehensive Annual Financial Report for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

**City of Casselberry | Procurement and Contract Management Division  
95 Triplet Lake Drive, Casselberry, Florida 32707  
Phone: 407-262-7700, Ext. 1142 | [procurement@casselberry.org](mailto:procurement@casselberry.org)**

**REQUEST FOR PROPOSAL (RFP)  
RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Exhibit “2”  
Sample Standard Agreement for Services**

A sample standard agreement, consisting of twenty (20) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**REQUEST FOR PROPOSAL (RFP)**  
**RFP-2021-0707 ACCOUNTING SERVICES**

**Due Date: June 8, 2021 – 2:00 p.m.**

**Exhibit “3”**  
**Electronic Submissions**

Due to COVID-19, the City has modified its business practices for submittals. The City will now receive proposal submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal.

**Vendors must have an established account in advance of uploading submissions.**

When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system.

It is recommended that the submission process be completed **the day prior to the due date**, with the knowledge that any changes/updates will be accepted up to the due date and time.

If technical difficulties arise during submission of the Solicitation response, it is the Submitting Vendor's responsibility to contact VendorLink, LLC technical support. For support, click on the “Help” link on the Solicitation Posting portal; or email [support@evendorlink.com](mailto:support@evendorlink.com).

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Vendor issues) that prevents all Vendors from submitting a response within the two (2) hours immediately before the due time, the City may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Vendors. The City shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, the system provider. Technical issues localized to a single vendor will not be considered cause for an extension.

City shall not be responsible for delays caused in any occurrence.

**Submission Steps:**

1. Submit Proposals electronically through [VendorLink](#).
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Vendor Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the vendor to change the status from whatever was Submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com), if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this Solicitation and provide all requested information.