CITY OF PALATKA
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AGENDA
AUDIT SELECTION COMMITTEE
September 9, 2026 at 5:00 PM

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. REGULAR BUSINESS

a. RFP 2026-06 Audit Services

IV. ADJOURN

Persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerk's Office at 386-329-0100 at least 24 hours in advance to request accommodations.

201 N. 2nd Street | Palatka, Florida 32177
386-329-0100 | www.palatka-fl.gov

REQUEST FOR PROPOSALS

AUDIT SERVICES

2026-06

Issue Date:	Thursday, September 9th, 2026
Due Date:	Friday, October 2nd, 2026, at 2:00 PM

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General Information

The Audit Committee of the City of Palatka, Florida is soliciting proposals from qualified firms of Independent Certified Public Accountants. This request for proposals is to audit the financial statements of the City for a period of three fiscal years commencing with the fiscal year ending September 30, 2026, with an option for two one-year renewals. The audits are to be performed in accordance with Generally Accepted Auditing Standards (GAAS), the provisions of the Federal Single Audit Act, the provisions of the Florida Single Audit Act, the State of Florida Rules of the Auditor General, and any other applicable rules or regulations.

The City's previous contract for audit services was with:

HCT Certified Public Accountants & Consultants, LLC
816 Hollywood Boulevard, Suite 203
Hollywood, FL 33021
Phone (954) 966-4435

The prior three years of Annual Financial Reports are available for viewing on the City of Palatka's web site at https://www.palatka-fl.gov/147/Finance.

Proposed Timeline

Task	Date
Release of RFP	Thursday, September 9th, 2026
Deadline for Questions & Requests for Information	Thursday, September 17th, 2026
Addendum posted to City site and DemandStar (Q&A/RFI)	Thursday, September 24th, 2026
Proposals Due @ 2:00pm – Public Opening	Friday, October 2nd, 2026
Administrative & Compliance Review Period Ends	Tuesday, October 6th, 2026
Public Evaluation Committee Meeting - 5:00pm	Wednesday, October 7th, 2026
Intent to Award Posted to the City website	Monday, October 12th, 2026
Protest Period Ends	Thursday, October 15th, 2026
City Commission Award Date	Thursday, October 22nd, 2026

All dates are subject to change.
Bidders will be notified via Addendum posted in DemandStar.com and the City's website at http://www.palatka-fl.gov/bids.aspx

Instructions for Proposers

A. Proposals are being accepted until 02:00 p.m., Friday October 2nd, 2026, by the City of Palatka City Clerk, or clerk's designee.

B. Proposals shall be submitted in sealed envelopes and clearly identified as "PROPOSALS FOR AUDIT SERVICES – RFP 2026-06"

C. To facilitate the review of proposals, each Proposer must submit six signed, one digital and one original copy of the proposal to the address listed below:

CITY OF PALATKA
PROPOSALS FOR AUDIT SERVICES – RFP 2026-06
201 North 2nd Street
Palatka, FL 32177

D. Questions concerning these specifications and/or requests for information (RFI) should be directed to **procurement@palatka-fl.gov** by email. The deadline for questions is Thursday, September 17th, 2026.

E. All questions or requests for information (RFI) concerning this RFP will be answered by an addendum which will be posted to the City's website at http://www.palatka-fl.gov/bids.aspx and Demand Star no later than Thursday, September 24th, 2026.

Scope of Services

The City of Palatka desires the auditor to assist with the preparation of the financial statements, related notes, and RSI and to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. An opinion on the fair presentation of the combining and individual fund financial statements, government-wide and fund financial statements should also be expressed, based upon the auditing procedures applied in the audit of the basic financial statements.

The audit shall be conducted in accordance with Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants; the standards set forth by the Government Accounting Standards Board; Financial Accounting Standards Board; the U.S. General Accounting Office's Government Auditing Standards, Section 218.415 Florida Statutes; the Florida Department of Banking and Finance; the U.S. Office of Management and Budget (OMB) 2 CFR 200 and the Supercircular; the Rules of the Auditor General; the Single Audit Act of 1984 as revised in 1996; the Florida Single Audit Act; Chapter 270-1, Rules of the Executive Office of the Governor, Florida Administrative Code and any other applicable standards as set forth by Generally Accepted Governmental Auditing Standards and Florida Statutes, including all those required during the contract period based on old and new accounting pronouncements and procedures.

A. Reports to be Issued

1. A report on the fair presentation of the financial statements of the City as a whole.
2. A report on compliance with applicable laws and regulations.
3. All applicable reports of State and Federal financial assistance in association with the Single Audit Act of 1984 and amendments of 1996 and the Florida Single Audit Act, as needed.
4. Management letters for the City Commissioners.
5. A report on internal control based on the auditor's understanding of the control structure and assessment of control risk.

B. Special Considerations

On occasion the auditor may be requested to issue a "consent and citation of expertise" and necessary "comfort letter" in connection with the issuance of debt securities. These services should be separate from the "Total Price".

C. Communications with Finance

Auditors shall assure themselves that the City's Finance Team is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant audit adjustments.
3. Difficulties encountered in performing the audit.

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years after release of the audit, unless the firm is notified, in writing, by the City of Palatka of the need to extend the retention period. The auditor will be required to make working papers available upon request, without charge, to any federal, state, or the City of Palatka. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance indefinitely.

Description of the Government

A. Fiscal Year

The City of Palatka's fiscal year begins October 1 and ends September 30. The funds and accounts of the City are maintained by the City's Finance Department.

B. The City of Palatka Accounting Records

The City's records include: 3 governmental funds, 4 enterprise funds (including a Municipal Golf Course that is leased through a Franchise Agreement and has been audited in the past by way of AUP), 3 pension funds and a component unit, Palatka Gas Authority (utility billing functions for the City.)

General Long-Term Debt and General Fixed Assets funds are maintained in the records for worksheet purposes. Total budgeted expenditures for the general fund of the City for fiscal year 2024/2025 are approximately $23.9 million.

Fund Names
General Fund
Community Redevelopment Agency (CRA) Fund
Better Place Plan Capital Project Fund
Special Revenues Fund
Water Utility Fund
Golf Course Fund
Airport Fund
Sanitation Fund
Gas Authority

C. Budgets

Budgets are integrated with the financial records of the City and software has been implemented integrating the budget, general ledger, purchase orders, payroll, fixed assets, business tax permits, cash receipts, accounts receivable, and accounts payable functions together in a single modular system.

Time Requirements

The following is provided as a guideline and tentative timetable, but each year the external audit firm and the City will develop an audit schedule agreeable to the City for that year.

A. Risk-based Audit Plan

An audit plan should be submitted to the City of Palatka Finance Department after the awarding of the contract. Each following year, this plan will need to be submitted prior to the beginning of interim audit procedures.

B. Proposed Schedule for each Fiscal Year's Audit will be substantially as follows (subject to change):

By November	-	Entrance conferences
	-	Interim audit procedures
September 30	-	Fiscal year end
By December 30	-	Books will be closed and ready for audit last week of December
During February	-	Field work
End of February	-	Field work is complete
	-	Meet with audit committee to discuss material misstatements, fraud risks, and issues related to efficiency and effectiveness
By March 15	-	Meet with City Manager and Finance Team to present draft of management letter, internal control report, and significant findings. (This will be the exit conference unless significant changes subsequently occur.)
By April 30	-	Final Financial Statements delivered to Finance
Early May	-	Present Financial Statement and any significant findings. to City Commission for acceptance by City Commission at Regular City Commission Meeting.

*Timeline may fluctuate depending on circumstances.

C. Purpose of Conferences

Entrance Conference - To discuss prior audit problems and the interim work to be performed. Establish overall liaison for the audit, make arrangements for workspace and establish time requirements.

Exit Conference - Summarize the results of the fieldwork and review significant findings.

Progress Conferences - These should be held informally on an as needed basis to inform the Finance Team of preliminary results that need immediate attention (or of a significant nature).

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Assistance Provided by City Staff

The Finance Department will prepare summary trial balances and provide other information, documentation and explanations, as needed. All information provided will be in the format maintained by the City Finance Department. Any additional or reformatted schedules will be the responsibility of the auditor.

The City will provide the auditor with reasonable workspace, desks, and chairs.

The auditor will be responsible for preparation of the completed Annual Financial Report and the printing and distribution of the report once delivered to the proper official. The AFR must be sent to the DFS (Department of Financial Services) within 45 days after the completion of the audit report. Community Redevelopment Agency audit conducted pursuant to FS Section 163.387(8)(c) requires that section be filed with DFS. The AFR is ultimately submitted to GFOA for consideration to be awarded the Certificate of Achievement for Excellence in Financial Reporting.

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Proposal Requirements

All proposals submitted should be arranged in the following manner:

A. Title Page

Information should include the subject of the RFP, the firm's name, the name of a contact person along with an address and phone number, and the date of the proposal.

B. Table of Contents

C. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement of why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer to provide the services as outlined in the RFP.

D. Detailed Proposal

1. Purpose of Technical Proposal

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

2. Overview of Technical Proposal

The technical proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

3. Independence

The firm should provide an affirmative statement that it is independent of the City of Palatka Government as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards (1988)."The firm should also list and describe the firms' professional relationships involving City of Palatka Government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Palatka written notice of any professional relationships entered into during the period of this agreement.

(Section Continues next page)

4. License to Practice in Florida

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

5. Firm Qualifications and Experience

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

b. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

c. In accordance with number 12 below, the firm is also to provide a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

d. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the three (3) years with state regulatory bodies or professional organizations.

6. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff,

including engagement partner, manager, other supervisors and specialists, and the auditor-in-charge of field work, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm should provide information on the government auditing experience of each person and the total number of CPE hours members of the firm have received regarding Governmental Accounting/Auditing.

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

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Palatka. The qualifications of replacements will be furnished to the City prior to replacements being approved. The City of Palatka retains the right to approve or reject replacements.

Consultants, firm specialists, and key staff mentioned in response to this request for proposals can only be changed with the express prior written permission of the City of Palatka, which retains the right to reject or accept the replacements.

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

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7. Prior Engagements with City of Palatka

The firm should list separately all engagements within the last five years ranked on the basis of total staff hours, for the City of Palatka by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

8. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

9. Public Entity Crimes

Any firm submitting a proposal in response to this request for proposals must execute the enclosed form, SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space provided, and enclose it with the proposal.

10. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section III of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Palatka's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement, including time frames for each segment (keeping in mind the time schedule set forth in this RFP).
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
c. Sample size methodology and the extent to which statistical sampling is to be used in the engagement.
d. Extent of use of Electronic Data Processing (EDP) software in the engagement.
e. Type and extent of analytical procedures to be used in the engagement.
f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
g. Approach to be taken in drawing audit samples for purposes of tests of compliance.
h. Approach to be taken to gain and document an understanding of City of Palatka's internal control.
i. Approach to be taken to scope the audit, assess risks, develop and tailor a risk-based audit plan and procedures.

(Section Continues next page)

11. Identification of Anticipated Potential Audit Problems

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

12. Peer Review

A copy of the firm's latest peer review must be provided in the proposal.

13. Compensation

The proposal should contain a total all-inclusive price for each year of the contract and proposed price increases for the possible extension periods.

Those rates should include the following:

a. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The selected firm will be required to provide a schedule of professional fees and expenses that supports the total proposed compensation.

b. Out-of-pocket Expenses Included in the Total Proposed Compensation and Reimbursement Rates

All estimated out-of-pocket expenses for firm personnel (e.g., travel,

lodging and subsistence) to be reimbursed should be detailed. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. A statement should be provided stating that travel expenses, included in the all-inclusive price, are in accordance with Section 112.061, Florida Statutes.

The Fiscal Year 2023-2024 Audit fee paid by the City of Palatka was $86,089.

14. Proposer's Representation and Certification Form

Proposers are required to submit with their Proposal an executed Proposer's Representation and Certification Form. If this document is not submitted, the Proposal may be rejected. The signature must be made in BLUE ink to show that it is original.

15. Hold Harmless Agreement

Proposers are required to submit with their proposal an executed Hold

Harmless Agreement. If this document is not submitted, the Proposal may be rejected. The signature must be made in BLUE ink to show that it is an original.

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Evaluation Procedures

All proposals will be reviewed by the Audit Committee using the criteria below. Firms that meet the mandatory criteria will have their proposals evaluated and scored for technical qualifications, location and previous City business. The following represent the principal selection criteria that will be considered during the evaluation process.

A. Mandatory Elements 0 points

1. The audit firm is independent and licensed to practice in Florida.
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
3. The firm has no conflict of interest with regard to any other work performed by the firm for City of Palatka.
4. The firm submits a copy of its most recent external quality control review report (peer review) and the firm has a record of quality audit work.
5. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

Any proposal that does not contain the mandatory elements will be rejected.

B. Technical Qualifications

1. Technical Qualifications and Expertise 25 points
   The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical accounting reporting, internal control and consultation.
2. Professional Experience 25 points
   The firm's (and specifically the local office's) past experience and performance on comparable government engagements; experience performing single audits of federal financial assistance and audits under the Florida Single Audit Act.
3. Audit Approach and Methodology 25 points
   Utilization of a risk-based audit approach, tailored to specific needs of the City, with appropriate and balanced use of sampling techniques and analytical procedures.
4. Certified local preference, minority-owned or veteran-owned business 5 points
   Proposer business status is a certified minority owned, women owned, or veteran owned business.

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5. Total compensation proposed — 20 points

The proposed cost of services should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price is to contain all direct and indirect costs including all out-of-pocket expenses. Prices should be determined for each year of the contract and proposed price increases for the possible extension periods, as seen below. Each Respondent's Annual Audit Cost will be evaluated by comparing it mathematically to the other costs received. The lowest cost will receive the maximum score. Additional Services will not be used to evaluate the proposals but will be included in the recommendation for award of the highest ranked firm.

Annual Audit Cost (Not to Exceed)

Fiscal Year Ended	Audit Fee (City)	Audit Fee (CRA)	Golf Course (Stand-Alone AUP Report)	Palatka Gas Authority	Total
September 30, 2026					
September 30, 2027					
September 30, 2028					
September 30, 2029					
September 30, 2030					
Total for Evaluation Purposes (Fiscal Years 2026 to 2030)					

Additional Services

Classification	Hourly Rate
Partners	
Principals	
Managers	
Supervisors	
Seniors	
Associates	

6. TOTAL AVAILABLE — 100 points

Should there be a tie between any Proposers; the Proposer with the highest average score for the evaluation criteria titled "Technical Qualifications and Expertise" shall be ranked higher.

C. Oral Presentations

The Audit Committee may, at its discretion, request firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions regarding their proposal.

D. Final Selection

The Audit Committee will present the top three ranked firms for a final decision.

(Section Continues next page)

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Palatka and the firm selected. The City of Palatka reserves the right without prejudice to reject any or all proposals.

F. Rights of the City

The City reserves the right to debar or suspend, for no longer than three (3) years, a Proposer from any solicitation process should it be discovered that the Proposer was (1) in violation of any of the issues listed in the section titled "Proposer's Representation And Authorization" of this Request for Proposal, or (2) the Proposer has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with the City; provided such failure was not caused by acts beyond the control of the Proposer, or (3) any other cause that has been found to be so serious and compelling as to affect responsibility of the Proposer, including debarment or suspension by another governmental entity.

The City will not exercise this right until after written notice has been given to the Proposer and reasonable opportunity has been given for the Proposer to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or the Proposer commences an action in court, or the Proposer administratively appeals the decision.

G. Proposal Evaluation and Award

The City reserves the right to (1) cancel this Request for Proposal, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Services, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the City. The City reserves the right to re-advertise the Request for Proposal, when it is in the best interest of the City. The City also reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in its best interest to make an award to that Proposer, whether because the Proposal is non-responsive or Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by the City.

In evaluating Proposals, the City shall consider (1) the qualifications of Proposers, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Request for Proposal, (4) the qualifications and experience of the Proposer's proposed sub-contractors, (5) any additional terms and conditions, exceptions or variances stipulated by Proposer, and (6) operating costs, maintenance requirements, performance data, warrantees and guarantees.

The City may conduct investigations, seek clarifications or request any information as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposer and their proposed sub-contractors. Failure to provide requested information may result in rejection of the Proposal.

H. Public Records Act

Proposers should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Twenty (30) days after the Proposal Opening date, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (Monday through Friday 8:30 AM to 5:00 PM) at 201 North 2nd Street, Palatka, FL 32177.

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Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Proposals are to be made available by the City for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as “Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of the City. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, the City has the unilateral right to cancel the Award.

Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

I. Protests

Proposers wishing to file a formal protest concerning the selection, recommendation, or contract award under this Request for Proposal may do so by submitting the protest in writing. The written protest must indicate the Request for Proposal name and the reason for the protest. The written protest shall be mailed to: City of Palatka, Attention: RFP PROTEST, 201 North 2nd Street, Palatka, FL 32177 or emailed to: procurement@palatka-fl.gov, Attention PROCUREMENT. Upon receipt, the protest will be reviewed the protest in conjunction with the City Manager and/or City Attorney's office.

No protest will be considered if it is not received by the City within 72 hours after the notification of the "Intent to Award" is issued on the City’s website, or by October 15th, 2026.

Questions and/or interpretations concerning this Request for Proposal shall not constitute formal notice of a protest. It is the City's intent to ensure that the Proposal Documents are written to obtain the best value for the City and to ensure competitiveness, fairness, necessity and reasonableness in the Request for Proposal process. Under no circumstances shall the City enact debarment or suspension against any protesting Proposer, regardless of the outcome of the protest.

Additional Considerations

A. Rates for Additional Professional Services

If it should become necessary for the City of Palatka to request the auditor to render any additional services to either supplement the services requested in their Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Palatka and the firm. Any such additional work agreed to between the City of Palatka and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the negotiated contract.

B. Manner of Payment

Progress payments will be made based on hours work completed during the engagement and out-of-pocket expenses incurred. Billings must be presented in detailed format including hours anticipated, hours worked, rates, etc. Interim billings shall cover a period of not less than a calendar month. The final payment request will be paid pending delivery of the firm's final reports.

C. Scrutinized Companies

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, consultant certifies that it, its affiliates, suppliers, subcontractors who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the City.

D. E-Verify - Employment Eligibility

Consultant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

E. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue is in Putnam County, Florida.

F. Dispute Resolution

In the event of a dispute arising under this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation, the Parties agree to submit the matter to mediation before resorting to any legal action.

G. Human Trafficking

Upon execution of this Contract, Consultant hereby attests under penalty of perjury that its organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of its organization.

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MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER THE RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, THE RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

If, upon Notice of Intent to Award, the Successful Proposer ("Contractor") does not currently have the policies and limits specified below, they shall have ten (10) calendar days to provide the City with certificate(s) of insurance evidencing that they have procured such and policies and limits.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The coverage's, limits or endorsements required herein protect the primary interests of the City, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $1,000,000 each occurrence, $50,000 fire damage liability and $5,000 medical expense.

The City of Palatka, its officials, employees and volunteers are to be covered as an additional insured with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The City of Palatka, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

Contractor, and its insurance carrier, waives all subrogation rights against the City of Palatka for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any contractor/employer/owner who has exempt status as an individual, the City requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the contractor/employer/owner. The contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the City for provision of goods or Services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

The contractor, **and its insurance carrier**, waives all subrogation rights against the City of Palatka for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

OTHER INSURANCE PROVISIONS

a) The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

b) ***RFP for Audit Services shall be noted on the certificate.***

c) The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.

d) All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

e) ***The Certificate Holder should read as follows:*** *City of Palatka, 201 North 2nd Street, Palatka, FL 32177.*

f) It is the Contractor's responsibility to insure that all sub-Contractors comply with these insurance requirements. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

g) ***All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.***

HOLD HARMLESS AGREEMENT

As a part of the agreement with the City of Palatka and for the same consideration as provided for in the contract, the Contractor agrees to indemnify, hold harmless and defend the City of Palatka, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Palatka as a result of any action or failure to act on the part of the Contractor, its employees, sub-Contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

Failure to submit this executed statement as part of the Proposer's Proposal may make their Proposal nonresponsive and not eligible for award consideration.

Proposer's Name: ____________________

Federal Employer Identification No.: ____________________

Proposer's Address: ____________________

By: ____________________
Signature

Name: ____________________
Print Name

Title: ____________________
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: ____________________ Fax No.: ____________________

E-Mail Address: ____________________

Date: ____________________ **CORPORATE**

SEAL

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PROPOSER'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF PROPOSER:____

Drug Free Workplace: Proposer certifies that they have a Drug-Free Workplace Program that is in accordance with the Drug-Free Workplace Act of 1988.

Initial __________

Non-Collusion: Proposer being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Proposer intends to do the work with his own bona fide employees or sub-contractors and will not provide a response for the benefit of another consultant. By signing below, Proposer is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Proposer certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

Initial __________

Conflict of Interest: Proposer certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure an Award of this Contract and that the Proposer 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 an Award or making of an Agreement. Furthermore, Proposer certifies that 1) they are submitting only one Proposal to this Invitation to Proposal and that they have no financial interest in other entities submitting Proposals to this Invitation to Proposal, 2) they, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for the Services covered under this Invitation to Proposal, 3) no member of the Proposer's ownership, management or staff has a vested interest in any aspect of or department of Town, 4) no member of the Proposer's ownership, management or staff is presently applying for employment with the City or actively seeking an elected position with Town, and 5) in the event that a conflict of interest is identified during the provision of Services under any Agreement with the City, Proposer will immediately notify the City of such in writing.

Initial __________

Debarment: Proposer certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency; and (2) have not, within a three-year period preceding this Invitation to Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and (4) have not within a three-year period preceding this Invitation to Proposal had one or more public transactions (Federal, State or local) terminated for cause or default, and (5) will submit a revised Debarment Certification immediately if their status changes and will provide an explanation for the change in status. If Proposer cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Initial __________

Convictions: Proposer has fully informed Town of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial __________

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PROPOSER'S REPRESENTATION AND CERTIFICATION FORM

<u>Prohibited Interests:</u> Proposer, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Proposal, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Proposer or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial __________

<u>Equal Employment Opportunity:</u> Proposer shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 <u>et seq.</u>), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 <u>et seq.</u>), Florida Civil Rights Act of 1992 (§ 760.10 <u>et seq.</u>), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, <u>et seq.</u>), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, <u>et seq.</u>), and any other Federal and State discrimination statutes.

Initial __________

Proposer certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity, as noted on pages one through two.

Failure to submit this executed statement as part of the Proposer's Proposal may make their Proposal nonresponsive and not eligible for award consideration.

Proposer's Name: ____

Federal Employer Identification No.: ________________________________

Proposer's Address: ____

By: ____
Signature

Name: ____
Print Name

Title: ____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: ____________________ Fax No.: ______________________

E-Mail Address: ____

Date: ______________________ **CORPORATE**

SEAL

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SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF PALATKA, FLORIDA

   By: ____
   (print individual's name and title)

   For: ____
   (print name of entity submitting sworn statement)

   whose business address is: ______________________________

   and (if applicable) its Federal Employer Identification Number (FEIN) is: ____________
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

   ▪ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____
Signature

Sworn to and subscribed before me this ________ day ______________________, 20___

Personally known ____
OR _________________________________ Name of Notary
Produced identification ____________________ Notary Public – State of ____________