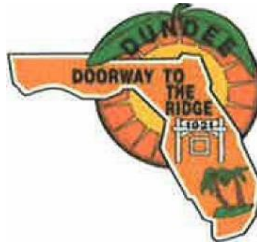


**Request for Proposal (RFP) 25-01  
Town of Dundee, Florida  
Financial Auditing Service(s)**



## **I. Introduction**

The Town of Dundee (hereinafter the “Town”), a municipal corporation organized and existing under the laws of the State of Florida, is requesting proposals from qualified independent certified public accounting (CPA) firms to provide professional auditing services for fiscal years (FY) ending September 30, 2024, 2025 and 2026. This audit shall be performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the “Yellow Book”), applicable Florida statutes, and regulations.

Pursuant to **Florida Statutes Chapter 218, Part III**, audits of local governmental entities are required to be conducted in accordance with the **Rules of the Florida Auditor General** (Chapter 10.550). In addition, if the Town of Dundee, Florida meets the current applicable federal or state single audit threshold, the auditor may also be required to perform a Single Audit in accordance with the Single Audit Act and **Section 215.97, Florida Statutes**, which incorporates the requirements of Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The auditor will also be required to perform an examination engagement in accordance with **AICPA Professional Standards Section AT-C 315**, to determine compliance with the provisions of **Florida Statutes §218.415 (Local Government Investment Policies)**, as required by the **Rules of the Florida Auditor General (Chapter 10.550)**.

## **II. General Information**

### **1. Issuing Entity**

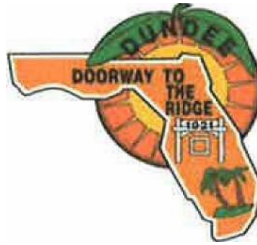
- **Name of the Local Government:** Town of Dundee, Florida
- **Address:** 202 East Main Street, Dundee, Florida 33838
- **Contact Person:** Erica Anderson
- **Phone Number:** (863) 438-8330
- **Email Address:** [EAnderson@townofdundee.com](mailto:EAnderson@townofdundee.com)

### **2. General Description of the Town of Dundee, Florida**

The Town of Dundee, Florida is a small Town located in Polk County, Florida, with a population of approximately 5,800. The Town provides a wide range of services to its residents, including:

- **General Government:** Administrative, legislative, and financial management, including budgeting, and planning.

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- **Transportation:** Maintenance of local streets, sidewalks, traffic control systems, and other public infrastructure.
- **Public Safety:** Law enforcement and code enforcement. Law enforcement services are provided by the Polk County Sheriff's office pursuant to an interlocal agreement.
- **Sanitation:** Solid waste collection and disposal. Solid waste services are provided by the Town of Dundee.
- **Water and Wastewater:** Operation and maintenance of the water supply, distribution system, wastewater treatment facilities, and stormwater management.

The Town's primary sources of revenue include ad valorem property taxes, utility service fees, state revenue-sharing funds, and various other local revenues such as franchise fees and permits.

*The Town has engaged a CPA as a financial statement preparer, and the auditor will be provided with an adjusted trial balance and documentation supporting financial statement amounts and disclosures as soon as possible after the end of the year and once auditing has been substantially completed, will prepare a complete set of basic financial statements under the Governmental Accounting Standards Board financial reporting framework.*

### **3. Purpose**

The purpose of this RFP is to obtain the services of a qualified firm to perform an independent audit of the financial statements of the Town of Dundee, Florida in accordance with applicable auditing standards for fiscal years (FY) ending September 30, 2024, 2025 and 2026 including **Florida Statutes Chapter 218, Part III**, the **Rules of the Florida Auditor General**, and an examination engagement under **AICPA Professional Standards Section AT-C 315** for compliance with **Florida Statutes Section 218.415**.

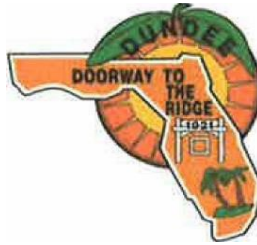
## **III. Scope of Services**

### **1. Financial Audit**

The auditor shall conduct an examination and prepare an opinion on the financial statements in accordance with:

- **Generally Accepted Auditing Standards (GAAS);**
- **Government Auditing Standards (Yellow Book);**
- **Florida Statutes Chapter 218, Part III;**
- **Rules of the Florida Auditor General, Chapter 10.550;** and
- Any other applicable local, state, or federal regulations.

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The audit shall cover all funds, account groups, and component units of the Town of Dundee, Florida.

**2. Single Audit (As-Needed Basis)**

If the Town of Dundee, Florida meets the current applicable federal or state single audit threshold, a Single Audit shall be required in accordance with:

- The Single Audit Act Amendments of 1996,
- **Section 215.97, Florida Statutes,**
- Subpart F of 2 CFR Part 200 (Uniform Guidance),
- Government Auditing Standards, and
- Any additional applicable requirements.

**3. Examination Engagement - Compliance with Florida Statutes Section 218.415**

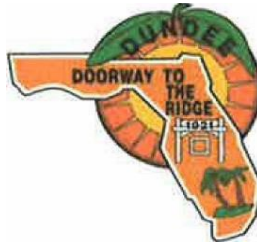
The auditor shall conduct an **examination engagement** in accordance with **AICPA Professional Standards Section AT-C 315** to determine compliance with the provisions of **Florida Statutes Section 218.415 (Local Government Investment Policies)**. This engagement is required by the **Rules of the Florida Auditor General, Chapter 10.550**, which mandates that auditors verify compliance with state law governing the investment of public funds.

**4. Reporting**

The selected firm will be responsible for:

- Providing an independent auditor's report;
- Preparing the report on internal control over financial reporting and on compliance with provisions of laws, regulations, contracts, and grant agreements;
- Issuing a management letter in accordance with **Section 218.39(4), Florida Statutes,** and the **Rules of the Florida Auditor General, Chapter 10.550;**
- Communicating any significant deficiencies or material weaknesses in internal controls,
- Preparing and submitting a report on the **examination engagement** for compliance with **Florida Statutes §218.415**, as required by the **Rules of the Auditor General;** and
- Attending meetings with local government officials as necessary to present audit and examination engagement findings.

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**5. Important Considerations**

- The Town has engaged a governmental accounting specialist (Brynjulfson CPA, P.A.) to assist with general accounting issues, year-end closing, audit preparation and preparation of the financial statements and preparation of the annual financial report for the Department of Financial Services of the State of Florida. Proposals should not include any time or costs to perform any of these functions.
- The Town has four<sup>1</sup> (4) funds as follows:
  - General Fund.
  - Impact Fee Special Revenue Fund.
  - Fire Services Special Revenue Fund.
  - Enterprise Fund (accounts for water, sewer, sanitation and stormwater utilities).
- Law enforcement services are provided by the Polk County Sheriff's Office.
- The Town utilizes a municipal accounting software system provided by Edmunds GovTech (MCSJ platform) that accounts for capital assets, general ledger, accounts receivable (utility and other), and accounts payable.
- Payroll is provided by a third-party payroll processing vendor.
- Audited financial statements can be on the website of the auditor general here: [https://flauditor.gov/pages/efile\\_reports.html](https://flauditor.gov/pages/efile_reports.html).

**IV. Proposal Submission Requirements**

Proposals shall include the following information:

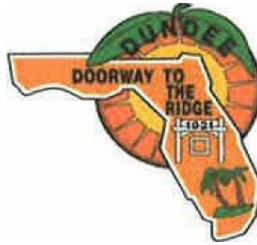
**1. Firm Background and Experience**

- Provide an overview of the firm's experience in governmental audits, particularly with local governments in Florida.
- List any Yellow Book, Single Audit, and examination engagement experience, including examples of prior engagements.
- Provide firm's organizational structure and philosophy for rotating staff.

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<sup>1</sup> The Town of Dundee also separately accounts for certain restricted fund accounts which includes, but is not to be limited to, funds received for the enforcement of the Florida Building Code in accordance with Chapter 553 of the Florida Statutes.

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**2. Independence**

- The proposer should provide an affirmative statement that all key supervisory personnel assigned to the engagement are independent of the Town, as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. In addition, the proposer should have no conflict of interest regarding any other work performed by the firm for the Town.

**3. License Requirements, CPE**

- The firm and assigned key professional staff must be properly registered and licensed to practice in the State of Florida. The firm must be Certified and Registered with the Florida Department of Professional Regulation, AICPA, and FICPA.
- Provide all applicable licenses, including license name, license numbers and contact information for the Firm and for the assigned key professional staff. The Town assumes a current CPA license for key staff is a valid proxy for proof of maintaining annual CPE requirements.

**4. Staff Qualifications**

- List the key personnel who will be assigned to this engagement, including their resumes and relevant certifications (e.g., CPA, CFE).
- Confirm compliance with Government Auditing Standards and Florida-specific continuing professional education (CPE) requirements.

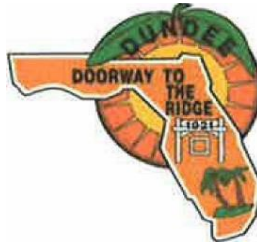
**5. Audit Approach**

- Describe your firm's audit approach and methodology.
- Indicate how your firm will comply with the provisions of Government Auditing Standards, the Single Audit Act, **Florida Statutes Chapter 218, Part III**, the **Rules of the Florida Auditor General**, and the **AICPA Professional Standards Section AT-C 315** for compliance with **Florida Statutes §218.415**.

**6. Value-Added Services**

- Provide a description of value-added services your firm provides as part of the audit process but not explicitly required by the applicable rules, regulations, laws and auditing standards as they relate to a financial statement audit.

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**7. References**

- Provide at least three references from local government clients in Florida where similar audit and examination engagement services have been performed.

**8. Cost Proposal**

- Provide a detailed not-to-exceed fee proposal for each year that includes the fee structure (estimated blended hourly rates and projected hours) for the financial audit, Single Audit (if required), and the examination engagement. The fee structure should be shown separately for each of the above segments (financial audit, single audit and examination engagement).
- Include any additional charges that may apply (e.g., out-of-pocket expenses).
- Hourly rates for additional professional services.

**9. Timeline**

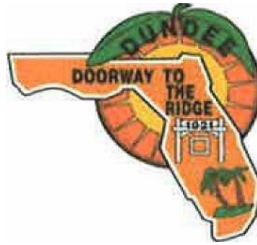
- Outline the expected timeline for conducting and completing the audit, Single Audit, and examination engagement, including key milestones.

**V. Evaluation Criteria**

Proposals will be evaluated based on the following factors:

1. Experience and qualifications of the firm and assigned personnel.
2. Knowledge of Florida-specific governmental auditing requirements, including **Chapter 218, Part III, Florida Statutes, Section 218.415**, and the **Rules of the Florida Auditor General**.
3. Demonstrated understanding of Government Auditing Standards (Yellow Book), the Single Audit process, and the examination engagement requirements.
4. Quality and clarity of the proposed audit approach and methodology.
5. Cost proposal and overall value.
6. References and reputation in providing audit and examination engagement services to similar local governments.

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The criteria are itemized with their respective weights for a maximum total of 100 points per Selection Committee member.

EVALUATION CRITERIA	MAX POINTS
Experience and qualifications	30
Knowledge of Auditing Requirements	20
Quality and clarity of the audit approach	20
Value added services	15
Pricing	15

**VI. Evaluation Committee**

On February 11, 2025, the Town Commission of the Town of Dundee, at a duly noticed public meeting, adopted *Town of Dundee Resolution No. 25-04* (hereinafter the “Resolution”). The Resolution established the *Auditor Selection Committee* (hereinafter the “Committee”) and is attached to this **RFP 25-01** as an exhibit and incorporated herein by reference.

The Committee shall review all complete and timely submitted proposals for compliance with the specifications and select a vendor(s) for recommendation. The Town may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the Committee from selecting a single, qualified firm to provide the services.

Pursuant to Chapter 218 of the Florida Statutes and applicable Florida law, the Committee shall schedule public meeting(s) in order to conduct any official Town business related to the selection of auditor, as follows:

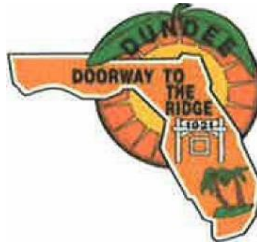
- (a) **February 21, 2025 at 9:00 AM** – Initial Public Meeting to approve this **RFP 25-01**; and
- (b) **March 14, 2025 at 9:00 AM** – Public Meeting to accept, open, and evaluate the complete and timely responses to this **RFP 25-01**.

**VII. Agreement Terms and Renewals**

The *initial contract term* shall commence upon the approval and execution of an agreement between the Town, as approved and authorized by the *Town of Dundee Town Commission* at a duly noticed public meeting, and expire on the later of September 30, 2026, or the completion of the Fiscal Year (FY) 2025-2026 audit. The Town reserves the right to renew the contract for two (2) additional one (1) year periods. The option of renewal shall only be exercised upon mutual written



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agreement by both parties and upon approval by the Town Commission. All terms and conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing. The agreement contract shall be in writing and must include, at minimum, the following provisions as required by **Florida Statute §218.391(7)**:

- (a) A provision specifying the services to be provided and the fees for such services.
- (b) A provision requiring that the invoices for fees be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

**VIII. Submission of Proposals**

Proposals shall be received by the Town of Dundee Town Clerk, Erica Anderson, by hand-delivery **no later than 12:00 PM on March 12, 2025**, at the following address:

Town of Dundee, Town Hall  
202 East Main Street  
Dundee, Florida 33838  
**Attention:** Erica Anderson, Town Clerk

Proposals shall not be accepted electronically.

While every effort has been made to ensure the accuracy and completeness of the information in this **RFP 25-01**, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned herein. It is the responsibility of the proposing company to include in their proposal all pertinent information.

**Late submissions will not be considered.**

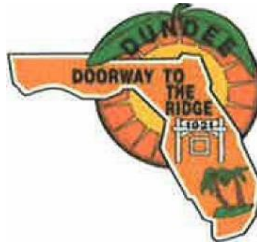
**IX. Rights Reserved by the Town of Dundee, Florida**

The Town of Dundee, Florida reserves the right to:

- Reject any or all proposals,
- Waive any informalities in the proposals,
- Request additional information from any proposing firm,
- Modify the terms, conditions, and scope of this **RFP 25-01**, as needed.



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**X. Inquiries**

For additional information or questions regarding this **RFP 25-01**, all inquiries for additional information and/or inquiries must be received via e-mail **no later than 12:00 PM on March 3, 2025**. Any inquiry(ies) not received on or before 12:00 PM on March 3, 2025, shall not be reviewed by the Town.

All inquiries shall be sent via electronic mail, as follows:

Erica Anderson, Town Clerk  
Subject Line: Town of Dundee RFP 25-01 Inquiry  
E-mail Address: [EAnderson@townofdundee.com](mailto:EAnderson@townofdundee.com)

All inquiries submitted in strict accordance with this Section of **RFP 25-01** shall be reviewed by the Town, and the Town shall deliver one (1) response to all inquiries no later than 5:00 PM on March 5, 2025.

**XI. REQUIRED ATTACHMENTS**

Please provide the following attachments for all proposals:

- Fee proposal.
- References.
- Copies of CPA licenses for all key professional staff.
- Copy of most recent peer review report.
- Affirmative statement of independence and no conflict of interest.
- Noncollusion Affidavit
- Human Trafficking Affidavit

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**We look forward to receiving your proposal.**  
**Sincerely,**

Erica Anderson  
Town Clerk  
Town of Dundee, Florida

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**1) GENERAL CONDITIONS:**

Bidders are required to submit their proposals subject to and upon the following express conditions:

- a) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Prospective Bidders, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in the site visit.
- b) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- c) **PUBLIC RECORDS**

Town and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Public Records. CONSULTANT agrees to:

1. Keep and maintain public records required by the Town to perform in accordance with the terms of **RFP 25-01**, this Agreement, and/or the Contract Documents.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
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/term of this Agreement and following completion of this Agreement and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
4. Upon completion of this Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, [EAnderson@townofdundee.com](mailto:EAnderson@townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

If the CONSULTANT does not comply with a public records request, TOWN shall enforce the Agreement and/or any TASK ORDER(S) provisions which may include immediate termination of Agreement and/or any TASK ORDER(S) issued hereunder. **This Section shall survive the termination of any agreement entered into between the Town and Consultant.**

- d) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant/Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- e) It is the intent of the Town of Dundee that this Request promotes competitive bidding. It shall be the bidder's responsibility to advise Procurement at the address noted in the solicitation, if any language, requirements, etc. inadvertently limits the requirements stated in this Request to a single source. Such notification must be received in writing by the Procurement Manager not later than ten (10) days prior to the bid opening date.
- f) Bidders must possess any applicable business or occupational licenses at the time of submission of the Bid. The Town may request proof of such licensure.
- g) The Town shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- h) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of no less than one-million dollars.

## **2) DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or render the services ordered by the Town.
- b) **APPLICABLE LAW:** The Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances, and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.
- c) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his designee, or the Procurement Manager

in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Procurement Manager.

- d) TOWN: the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- e) CONTRACT DOCUMENTS: The Contract executed by the Town and the Consultant/Contractor, this RFP 25-01; RFP 25-01 Terms and Conditions; and shall include all Contract and Bid Documents.
- f) CONSULTANT/CONTRACTOR: The successful bidder who enters into a Contract with the Town to complete the project.
- g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the Town, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) DOCUMENTS: The Bid Documents consist of the Request, Terms and Conditions, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- i) INDEMNIFICATION: The term shall mean, to the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this **RFP 25-01**, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the Town and the Consultant agree that, as used in this indemnification:

- (1) The phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase "*reasonable attorneys' fees*" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

- (3) The phrase “*negligence, recklessness, or intentionally wrongful conduct*” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Contract or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

- j) INSPECTION: The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) INSURANCE: As specified in the Contract Documents.
- l) LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
  - i) “Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement.” Provided further, no waiver of the Town’s sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town it will:
  - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital

status; and

- ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Consultant/Contractor to do a portion of the work on this project.
- o) **WARRANTY:** The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Consultant/Contractor that this provision exists.

### 3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Town Clerk.
- b) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

### 4) PROTEST PROCEDURES:

The Town of Dundee encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal Invitations To Bid and/or Request for Proposals shall include the following statement: **“NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.”**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Town Manager.
- c) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the Town's Manager a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Town Manager no later than three o'clock (3:00) p.m. on the third (3<sup>rd</sup>) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars (\$1,000.00) in the form of a cashier's check payable to the Town of Dundee must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate

its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Manager shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

- i) If during tolled action, the Town Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.
- d) **FORMAL NOTICE:** Any person, who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:
- i) Town bid number and/or title (if applicable).
  - ii) Name and/or address of the Town department, division or agency affected (if known).
  - iii) The name and address of the affected party, and the title or position of the person submitting the protest.
  - iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
  - v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
  - vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
  - vii) Such other information as the affected party deems to be material to the issue.
- e) **PROTEST MEETING:** The Town Manager will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the Town Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Town Manager or designee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal Town holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Town Manager or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the Town Manager. The agenda for the protest meeting will be:
- i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town of Dundee.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.
- f) The Protest Committee will render their recommendation in writing to the Town Manager within five (5) workdays of the bid protest meeting. The Town Manager may conduct an evidentiary hearing, if there are



disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.

- g) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10<sup>th</sup> Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

## 5) PROPOSALS

- a) Submittals must be received no later than the time and date specified in the solicitation.
- b) The Town Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.
- c) Sealed bids, proposals, or replies received by the Town pursuant to an Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications / Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.
- e) Bid and Affidavit of Prime Bidder (which includes Non-Collusion; Drug-Free Workplace and Affidavit Certification Immigration Laws) should be submitted on the form furnished by the Town and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. All corrections made by Bidder to their bid must be initialed. Each Bidder shall submit its proposal as specified on the Request for Qualifications/Request for Proposals. It is the Bidder's responsibility to assure that its bid is submitted by the proper time of the bid opening. Bids which are not received, as set forth herein, may not be considered.
- f) Telegraph, telephone, e-mail, electronically transmitted, posted (USPS, FedEx, UPS, etc.) or facsimile (FAX) bids shall not be considered. Bids may be modified provided such modification is submitted prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for

the costs associated with preparation and submittal of its bid.

**g) RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

h) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political or ideological interests.

**6) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:**

a) The Town of Dundee encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

**7) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavit, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on the affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

**8) STATEMENT OF BIDDER'S QUALIFICATIONS:**

a) Each bidder shall, upon request of the Town, submit a statement of the Bidder's qualifications, its experience record in furnishing services embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

**9) HUMAN TRAFFICKING AFFIDAVIT:**

Consultant shall be required to execute the Human Trafficking Affidavit attached to **RFP 25-01** as an attachment simultaneously with and prior to providing the services hereunder.

**10) EQUAL EMPLOYMENT OPPORTUNITY:**

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

## 11) \*NOTICE\*

- a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

## 12) UNAUTHORIZED ALIEN(S) / E-VERIFY

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.
- b) By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System, a U.S. Immigration and Customs Enforcement program, to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find

out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1- 888-464-4218**.

### **13) ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Consultant/Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Consultant/Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Consultant/Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Consultant/Contractor shall promptly furnish the Town with these reports.

### **14) ASSIGNMENT OR NOVATION:**

- a) The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Town; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the Town.

### **15) PATENT INFRINGEMENT:**

- a) The Consultant/Contractor shall protect and indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

### **16) PROGRESS OF WORK:**

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/Contractor's right to proceed, the Town may choose to proceed with the work, take possession of materials, incorporate these materials in the work, and hold the Consultant/Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Consultant/Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

## 17) CONSULTANT/CONTRACTOR PROVIDED INSURANCE

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with
- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
  - (b) the original of the policy(ies); or
  - (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

### (1) Workers' Compensation Insurance

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One:	"Statutory"	
(ii) Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

### (2) General Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism

(iii) Sexual molestation

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 General Aggregate
- (ii) \$1,000,000 Products/Completed Operations Aggregate
- (iii) \$1,000,000 Personal and Advertising Injury
- (iv) \$1,000,000 Each Occurrence

(3) Automobile Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

In the event that the proposer/bidder does not own any vehicles that are used in the business, or titled in the business name, then the business auto requirement can be satisfied with a hired and non-owned automobile liability extension being added to the commercial general liability.

(4) Professional Liability Insurance

(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the

Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.

- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.
- vii) Certificates of Insurance must be completed as follows:
  - 1. Certificate Holder  
Town of Dundee  
451 Third Street, N.W.  
Dundee, FL 33881
  - 2. Additional Insured for General Liability  
**Town of Dundee and its officials, officers and employees**

## **18) INDEMNIFICATION BY CONSULTANT/CONTRACTOR**

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.



## 19) LIENS:

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

## 20) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) A Consulting Evaluation Form shall be completed by the department head or his/her designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to the Town Clerk for retention.
- c) This form will be completed on all firms performing consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## 21) FEDERAL FUNDING:

When Federal funds are expended by the Town of Dundee, the following provisions pertain as applicable:

- a) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”.
- b) Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub-grants for construction or repair.
- c) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e) Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the Town of Dundee, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.
- f) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not

used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- i) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- ii) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.
- j) Procurement of recovered materials (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$5,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- k) Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

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## Affidavit of Prime Bidder

**Non-Collusion** The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Drug-Free Workplace** The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

**Affidavit Certification Immigration Laws** Town of Dundee will not intentionally award Town contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). Town of Dundee may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF DUNDEE.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed) \_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**HUMAN TRAFFICKING AFFIDAVIT**

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the CONSULTANT, we certify that the CONSULTANT identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

**[Name of Consultant]:**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  who is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_