



Procurement by Competitive Proposals

FORWARD PINELLAS AUDIT SERVICES #20-03

Information on all Forward Pinellas procurements is available online at forwardpinellas.org.

1. **Purpose and Services.** Forward Pinellas is requesting proposals from qualified firms to provide auditing services. The full scope of services is available in Exhibit A (Scope of Services). The firm should have a strong governmental background and will work with the Forward Pinellas accounting and financial support staff, Forward Pinellas management, and Forward Pinellas on-call accounting services support team, as needed.
2. **Background.** Forward Pinellas is the fictitious name for the Pinellas Planning Council (PPC) and Pinellas County Metropolitan Planning Organization (MPO). The PPC and MPO governing board memberships are the same and the unified agency has a shared Executive Director.

The MPO receives federal and state grant funding to conduct transportation planning efforts. This funding is detailed in the Unified Planning Work Program (UPWP), a two-year document that is the basis for work conducted under MPO tasks. The MPO is primarily funded through federal grant programs administered by the Florida Department of Transportation and is also a Federal Transit Administration designed recipient.

The PPC was established by a Special Act of the Florida legislature. It is a dependent special district primarily funded through local property tax and has an established budget that is adopted annually.

Forward Pinellas is focused on the integration of land use and transportation planning throughout Pinellas County. The agency works closely with its partners throughout the county and region. Pursuant to agreement, the PPC provides staff services to the MPO.

3. **Proposal Requirements.** Each respondent must contain and/or address:
 - Name and address of the submitting firm;
 - Email address and phone number for the proposed project manager;
 - A written narrative addressing:
 - Key personnel, including titles and/or classifications with qualifications and overall roles and responsibilities;
 - The firm's understanding of Forward Pinellas's needs;
 - The approach in which the auditor proposes to satisfy the scope of services;
 - Minimum of three references for whom you have performed similar work;

- Disadvantaged Business Enterprise (DBE) certification and participation status, or other MBE, SBE participating status and supporting certificate;
- Proposed fee for each year including the two options for renewal, broken out by MPO and PPC;
- A copy of the firm’s most recent external quality control review report; and
- Certificate of Insurance.

No more than 20 single-sided pages may be submitted. Resumes will not count towards the page limit and may be included as part of an appendix. Certificates may also be included as part of an appendix. Lengthy appendices are highly discouraged.

4. Selection Schedule.

Forward Pinellas reserves the right to change the schedule below as necessary. Any changes will be posted to the Forward Pinellas website.

Procurement issued	May 14, 2020
Questions due*	May 27, 2020, 2 p.m.
Responses to questions posted	May 29, 2020, 2 p.m.
Proposals due to Forward Pinellas	June 15, 2020, 1 p.m.
Selection committee meeting	June 30, 2020, 9:30 a.m.
Recommendation to Forward Pinellas Board	July 8, 2020

*Questions must be submitted via email to scaper@forwardpinellas.org.

**Forward Pinellas reserves the right to shortlist firms if necessary.

5. Response Evaluation. Respondents must be licensed by the State to do business in Florida and be qualified to perform the advertised work requirements.

A selection committee of Forward Pinellas Board Members and partner agency staff shall review and rank the proposals. Proposals are to remain in effect for 120 calendar days from the date of submission. Forward Pinellas reserves the right to reject any or all proposals, or negotiate changes to the proposals whenever such rejection, waiver or negotiations is in the best interest of Forward Pinellas.

Forward Pinellas staff will negotiate contracts with the highest ranked and qualified firms. Forward Pinellas anticipates selecting a single auditor. Forward Pinellas reserves the right to reject any or all proposals for any reason, including but not limited to if the procurement does not elicit at least three competitive solicitations from qualified sources. The contract shall be in substantial compliance with the contract attached hereto as Exhibit B.

The award shall be made to a responsible firm whose proposal is most advantageous to Forward Pinellas, taking into consideration price and other relevant factors, listed below along with total possible points. Disadvantaged Business participation is automatically assigned based on the use of appropriately certified DBEs, MBEs, or SBEs. All proposals must address the factors used in the evaluation process.

Evaluation of all firms:

- Understanding of requested services (0-20 points)
- Proposed approach and workplan, including schedule and ability to provide required services (0-30 points)
- Experience, including ability of professional personnel (0-25 points)
- Price (0-10 points)
- Participation by Certified Disadvantaged Businesses (e.g. DBE, MBE, SBE) (0 or 10 points)
- Completeness of Proposal (0 or 5 points)

The award shall take into account all of the evaluation factors, for a possible total of 100 points per selection committee member. Cost scoring is automatically assigned based on the cost spread. Participation by Certified Disadvantaged Businesses is automatically assigned based on use. The total points from each selection committee member will be added together for a final score.

6. **Contact and Submittal Information.** All correspondence concerning this procurement must be submitted to:

Sarah Caper, AICP
310 Court Street
Clearwater, Florida 33756
scaper@forwardpinellas.org
727-464-5695

Questions are allowed and all responses will be posted to the Forward Pinellas website. All questions and corresponding responses will follow the schedule on page 2.

Interested firms must mail five hard copy responses and one electronic copy (flash drive or CD) in pdf format to arrive no later than the scheduled due date and time. Proposals may also be hand delivered.

7. Additional Requirements.

Funding: Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide agency of the State of Florida with its fiscal year ending on September 30 of each calendar. Further, this effort may be funded by federal grants that Forward Pinellas receives as the MPO and also with local funding that Forward Pinellas receives as the PPC. If Forward Pinellas does not have appropriate sufficient funds to continue making the payments required under this agreement or any of its agreements for any fiscal year subsequent to the one in which this agreement is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to Forward Pinellas. In this event, Forward Pinellas shall not be obligated to make any further payments due beyond said fiscal year.

State and Federal Funding Requirements: The following requirements are required of proposers and are reflected in the draft agreement (Exhibit B). **Proposers are strongly encouraged to notify Forward Pinellas in advance of the deadline with any proposed changes to the Exhibit B.** Proposed changes shall not be taken into account during the selection process, but may not be accepted by Forward Pinellas.

Notification of Crime Conviction: Each applicant shall notify Forward Pinellas within 30 days after a conviction of a contract crime applicable to it or any officers, directors, executive, shareholders active in management, employees, or agents of its affiliates. Under Section 337.164, F.S., the privilege of conducting business with Forward Pinellas shall be denied to applicants so convicted until such applicant is properly reinstated pursuant to Section 337.165, F.S., and Rule 14-75, F.A.C.

Federal Debarment: By signing and submitting a Proposal, the firm certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any federal department or agency.

Equal Opportunity and Disadvantaged Business Enterprise Program Statement: Forward Pinellas, as the metropolitan planning organization for Pinellas County, does not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. Forward Pinellas ensures, in accordance with 49 CFR Part 26, that certified Florida Department of Transportation DBE participants have an equal opportunity to receive and participate in FDOT assisted contracts. More information on the MPO's DBE Program may be found on the Forward Pinellas website.

Lobbying. Lobbying of Forward Pinellas employees and elected officials regarding this procurement by any member of a proposer's staff, or those people who are members of, or employed by, any legal entity affiliated with an organization that is responding to the procurement is strictly prohibited. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. Such actions shall cause your proposal, or the proposal you are supporting, to be rejected.

Truth in Negotiations: The firm certifies to the truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the Forward Pinellas determines that costs were increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

8. **Dispute Resolution.** The following procedures apply to protests and the resolution of disputes, based on the [Forward Pinellas Internal Control Structure Policy Manual](#).

Applicability. Any actual or prospective bidder or proposer, or contractual party, who is allegedly aggrieved in connection with the issuance of a bid/proposal or pending award or validly executed contract may protest to the Executive Director.

Filing. A formal written protest shall be filed no later than 5:00pm on the fifth (5th) full business day after issuance of the bid or proposal, or alleged violation of a contract, unless altered by the specific provisions in the bid/request for proposal or contract. Written protest shall be addressed to the Forward Pinellas Executive Director. A protest is considered filed when the Executive Director actually receives it. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest. If the deadline to file falls on a County or legal holiday, the deadline shall be extended to 5:00pm of the next full business day.

Written protest requirements. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds.

Authority to resolve. The Executive Director shall have authority to resolve the protest in a fair and equitable manner and shall render a written decision stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons no later than 5:00pm on the fifth (5th) full business day after the filing thereof. If the deadline to respond falls on a County or legal holiday, the deadline shall be extended to 5:00pm of the next full business day.

If it is determined that the solicitation or award is in violation of law or regulations and procedures of the bid/proposal package, the Executive Director shall immediately cancel or revise the solicitation or award as deemed appropriate. If the Executive Director determines that the contract has been breached, the Executive Director shall take immediate steps to cure said breach.

If it is determined that the solicitation or award shall be upheld, or that the contract at issue has not been breached, the Executive Director shall issue a decision in writing pursuant to the requirements herein, which shall be final and conclusive as to Forward Pinellas, unless any further action is taken with the appropriate Federal entity or the protester commences an action in court.

The Executive Director shall inform the Board of the protest, at a minimum, but may seek Board approval or guidance in the resolution process.

Sole remedy/exhaustion of administrative remedies. These procedures shall be the sole remedy for challenging an award of bid and the terms of the final contract. A protestor must seek a remedy pursuant to these procedures before pursuing a protest with the applicable Federal agency.

Stay of procurement and performance during protests. There shall be no stay of procurement or contract performance during protests.

Exhibit A

**Forward Pinellas
Audit Services
Scope of Services**

Forward Pinellas is looking for a qualified auditing firm to provide audits of the financial records and transactions of the Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) for Pinellas County for the year ending September 30, 2020 and September 30, 2021, with an option to provide such services for two additional two-fiscal years.

The audits shall be conducted pursuant to all applicable laws, rules, and regulations governing each entity. This may include but not necessarily limited to the (single audit act, 2 CFR Part 200). The audits shall include a review of the accounting control structures and of the compliance with budgetary and legal requirements of the MPO and PPC, respectively, in conformity with accounting principles generally accepted by the US GAAP. Both audits shall be conducted in accordance with generally accepted auditing standards (US GAAS) and the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. As required by Chapter 10.550, Rule of the Auditor General for Local Governmental Entity Audits, the auditor will issue a written management letter upon completed of the audits.

Written reports of the audits are required containing expressions of opinion that the financial statements are fairly stated or, if a qualified or adverse or disclaimer of opinion is necessary, the reasons therefore. A draft of the financial reports for staff review is required by January 31 of each year, and the final reports by March 31 of each calendar year of the agreement. The auditor shall formally present its findings and recommendations to the Forward Pinellas Board upon completion of the audits. The auditor will provide one electronic and 10 bound copies of the final audit documents. All working papers and reports must be retained at the auditor's expense, for a minimum of five years.

An exit conference meeting with the Forward Pinellas Executive Director will be conducted at the audit conclusion. Draft copies of the audit reports and related management letters shall be made available by the auditor for inspection prior to the meeting. The purpose of this meeting is to summarize the audit results and to review any significant findings.

Forward Pinellas shall provide office space deemed adequate by the auditor to efficiently conduct the audit. Forward Pinellas staff will provide all feasible assistance, including preparation of schedules required by the auditor to expeditiously conduct the engagement.

Exhibit B

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Agreement for Audit Services

This agreement (AGREEMENT) is made and entered into this _____ day of _____, 2020, between Forward Pinellas, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) and _____ (AUDITOR), collectively referred to as the "Parties."

Witnesseth:

Whereas, Forward Pinellas wishes to engage the services of an auditor to audit the MPO's and PPC's financial statements; and

Whereas, Forward Pinellas solicited competitive proposals to assist with such efforts, and selected AUDITOR as a successful applicant; and

Whereas, the AUDITOR is qualified and has express willingness and ability to provide aforementioned services.

Now, therefore, in consideration of the mutual covenants and promises contained hereinafter, the Parties agree as follows:

1. Services to be Furnished by the AUDITOR

The services described and provided for in Exhibit A (Scope of Services), attached hereto and incorporated herein, which are based on Forward Pinellas competitive proposal solicitation #20-03, constitutes the Scope of Services to be performed by AUDITOR under this AGREEMENT. Materials or services requested by Forward Pinellas shall be provided by the AUDITOR in a timely manner.

The AUDITOR shall maintain and adequate and competent professional staff so as to enable the AUDITOR to timely perform work under this AGREEMENT. The AUDITOR agrees that whenever, for any reason, one or more of the key personnel are unavailable for performance under this AGREEMENT, Forward Pinellas may require the AUDITOR to replace such individual(s) with an individual(s) of substantially equal abilities and qualifications. Forward Pinellas may require the AUDITOR to submit a resume giving the full name, title, qualifications and experience for all successors and/or new persons assigned to perform work under this AGREEMENT. Prior written consent of Forward Pinellas may be required before the AUDITOR may utilize said new personnel to perform work associated with this AGREEMENT.

The AUDITOR agrees to acquire and maintain sufficient legal, financial, technical and managerial capacity to plan, manage and complete the work under this AGREEMENT. The AUDITOR may associate with specialists for the purpose of its services hereunder without additional cost to Forward Pinellas other than those costs negotiated within the limits and terms of this AGREEMENT. The AUDITOR is fully responsible for the satisfactory completion of all subcontracted work and must require in all of its subcontracts that subcontractors are bound by all the terms of this AGREEMENT.

Assignments shall be made through work task orders negotiated between Forward Pinellas and the AUDITOR.

2. Term

This AGREEMENT shall be effective August 1, 2020 upon proper execution by both Parties and shall remain in effect until July 30, 2022. Two two-year extensions may be executed if agreed upon in writing by all Parties.

3. Services to be Furnished by Forward Pinellas

Forward Pinellas shall provide the AUDITOR copies or all existing and previously prepared files/documents pertinent to the AGREEMENT, which Forward Pinellas may have in its possession, when available. However, the onus is on the AUDITOR to research, design, implement, hire or acquire any component or any part of the project thereof deemed to be requisite for the satisfactory completion of the Agreement.

Under no circumstances will Forward Pinellas be held liable or negligent for the perceived inability of any of its employees to locate, retrieve, furnish, supply or provide any of the requested files needed by the AUDITOR.

Forward Pinellas personnel shall coordinate all releases of information to the public or other outside agencies, unless otherwise discussed and documented by both parties. The AUDITOR agrees that it shall make no statements, press releases, or publicity releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this AGREEMENT, or any particulars thereof, during the period of this AGREEMENT without first notifying Forward Pinellas and securing its prior written consent.

4. Invoice Requirements

The AUDITOR shall be compensated on a reimbursement basis. The AUDITOR shall submit electronic invoices on a monthly basis. All invoices must include a progress report showing the actual tasks performed and their relationship to the fee claimed. All progress reports and invoices shall be emailed to the attention of the Forward Pinellas Executive Director, wblanton@forwardpinellas.org, or his Forward Pinellas staff designee. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the AUDITOR before Forward Pinellas processes the invoices for payment. Invoices for fees or other compensation for services and expenses shall be submitted to Forward Pinellas in detail sufficient for a proper pre-audit and post-audit.

Invoice submittals including a Disadvantaged Business Enterprise (DBE) shall include a DBE utilization schedule, DBE usage and payments to a DBE as a separate line item and must be supported with the DBE's original invoice.

All services to be provided by the AUDITOR under the provisions of this AGREEMENT shall be performed to the reasonable satisfaction of the Forward Pinellas Executive Director. If the services provided are not performed to the reasonable satisfaction of the Forward Pinellas Executive Director, the Parties will agree upon steps to reach reasonable satisfaction. If this cannot be reached, this AGREEMENT may be terminated.

Forward Pinellas shall not approve payment for work done in order to correct errors or omissions on the part of the AUDITOR. Forward Pinellas in no way obligates itself to check or be liable for the AUDITOR's work.

Within 60 calendar days of the AGREEMENT's completion date or termination, the AUDITOR agrees to submit a final invoice, progress report, a certification of AGREEMENT expenses and third party audit reports, as applicable.

5. Compensation

Upon Executive Director or designee approval of submitted invoices, Forward Pinellas shall make payments as invoiced to the AUDITOR in accordance with the following terms. These terms are applicable to all fees incurred.

In consideration of the satisfactory performance of the provisions of this AGREEMENT, Forward Pinellas shall compensate the AUDITOR based on the maximum fee schedule set forth below:

<INSERT>

Interim progress billings may be submitted for services rendered to date, but not more than monthly, upon submission of a statement of all services itemized sufficiently to enable Forward Pinellas to identify the costs.

The general cost principles and procedures for negotiation and administration, and the determination or allowance of costs under this AGREEMENT, shall be as set forth in the Code of Federal Regulations, Titles 23, 48 and 49; and other pertinent federal, state, and local regulations, as applicable. In the event there is a conflict between federal, state, and local regulations, the more restrictive of the applicable regulations will govern.

6. Records

The AUDITOR agrees to establish and maintain a set of accounts within the framework of an established accounting system and procedures that can be identified with the AGREEMENT, in accordance with applicable federal and state regulations and other requirements that FDOT and FHWA may impose.

The AUDITOR agrees that all checks, payrolls, invoices, contracts, vendors, expenses, orders, or other accounting documents related in whole or in part to the AGREEMENT shall be clearly identified, readily accessible, and available to Forward Pinellas upon its request and, to the extent feasible, kept separate from documents not related to the AGREEMENT. All costs charged to the AGREEMENT, including any approved services contributed by the AUDITOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing the detail in nature and propriety of the charges.

The AUDITOR agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the AGREEMENT until the AUDITOR has received and filed in its records a properly signed voucher describing in proper detail the purpose for the expenditure.

7. Reporting, Record Retention and Access

The AUDITOR agrees to maintain intact and readily accessible all data, documents, reports, accounting records, contracts, change order files (including documentation covering negotiated settlements), and supporting materials relating to the AGREEMENT that the federal government, the state government or Forward Pinellas may require during the course of the AGREEMENT and for five years thereafter, or for the applicable Public Records retention schedule, whichever is longer. Upon request, the AUDITOR agrees to permit Forward Pinellas, the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate, the State of Florida or their authorized representatives to inspect all AGREEMENT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the AUDITOR pertaining to the AGREEMENT as required by 49 U.S.C. § 5325(g).

For the purpose of such audits, inspections, examinations and evaluations, Forward Pinellas's agent or authorized representative shall have access to said records from the effective date of the AGREEMENT, for the duration of work, and until five (5) years after the date of final payment by Forward Pinellas to the AUDITOR pursuant to this AGREEMENT, or for the State of Florida's applicable public records retention schedule, whichever is longer.

Forward Pinellas' agent or authorized representative shall have access to the AUDITOR's facilities and all necessary records in order to conduct audits in compliance with this Section. Forward Pinellas' agent or authorized representative shall give the AUDITOR reasonable advance notice of intended inspections, examinations, and/or audits.

The AUDITOR agrees that all reports and other documents or information intended for public availability developed under this AGREEMENT and required to be submitted to Forward Pinellas must be prepared and submitted in the original electronic format and in accordance with requirements that Forward Pinellas may specify, understanding that Forward Pinellas reserves the right to request records in other formats.

8. Ownership of Documents

All records, electronic files, documents, plans, specifications, evaluations, reports and other technical data, other than working papers, prepared or developed by the AUDITOR under this AGREEMENT are the property of Forward Pinellas without restriction or limitation on their use and shall be made available upon request to Forward Pinellas at any time. All such documents shall be delivered to Forward Pinellas upon completion or termination of this AGREEMENT. The AUDITOR, at its own expense, may retain copies for its files and internal use.

Any and all reports, documents provided or created in connection with this AGREEMENT are and shall remain the property of Forward Pinellas. In the event of termination of this AGREEMENT, any reports, documents and other data prepared by the AUDITOR, whether finished or unfinished, shall become the property of Forward Pinellas and shall be delivered to Forward Pinellas' Executive Director within seven (7) days of termination of the AGREEMENT by either party.

9. Indemnification

The AUDITOR shall indemnify and hold harmless Forward Pinellas from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by, or in consequence of any neglect in safeguarding the work; or by on account of any act or omission, neglect, or misconduct of the AUDITOR; or by, or on account of any claim or amounts recovered under the "Workers' Compensation Law" or a law, bylaws, ordinance, order, or decree.

The AUDITOR shall pay Forward Pinellas all losses, damages, expenses, and costs that Forward Pinellas sustains by reason of any default, any negligent act, error or omission, including patent infringements on the part of the AUDITOR, in connection with the performance of this AGREEMENT.

Nothing herein shall be construed as a waiver of Forward Pinellas' sovereign immunity or further limitation thereof beyond §768.28, Florida Statutes.

10. Required Certifications

The AUDITOR shall obtain, execute and comply with the following certifications:

Insurance. The AUDITOR shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit C.

Truth-In-Negotiation and Public Entity Crimes Certification. The AUDITOR agrees to execute the Truth-In-Negotiations Certificate as required by Section 11.45, Florida Statutes, attached to this AGREEMENT as Exhibit, as well as a Public Entity Crimes Certificate, as required by Section 287.133(3)(a), Florida Statutes, and attached to this AGREEMENT as Exhibit D. The original AGREEMENT price and any additions thereto shall be adjusted to exclude any significant sums by which Forward Pinellas determines the AGREEMENT price was increased due to inaccurate or incomplete factual unit costs. All such AGREEMENT adjustments shall be made within one (1) year following the end of the AGREEMENT.

Lobbying. In connection with this AGREEMENT, the AUDITOR is required to complete Exhibit E "Certification Regarding Lobbying."

Debarment, Suspension, and Other Responsibility Matters. In connection with this AGREEMENT, the AUDITOR is required to complete Exhibit F "Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions."

11. Prohibition Against Contingent Fee

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

12. Default and Termination

If the AUDITOR fails to keep or perform any of the terms, covenants, conditions or provisions in this Agreement that the Auditor is required to keep or perform, then within fifteen (15) days of Forward Pinellas becoming aware of the default, Forward Pinellas shall notify the AUDITOR of the default and demand the default to be cured. Upon receipt of said notice, the AUDITOR shall have fifteen (15) days from the date of the receipt to cure said default. Forward Pinellas shall have the right to temporarily withhold payment pending correction of any identified deficiencies or disallow funding for all or part of an activity not in compliance with this AGREEMENT. All defaults shall be cured at the sole cost of the AUDITOR.

Upon the AUDITOR's failure to cure such default, Forward Pinellas may terminate this AGREEMENT and may seek any and all such other remedies available in law or equity. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any further election of remedies.

13. Title VI and Disadvantaged Business Enterprise Program

The AUDITOR will not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d through 2000d-4, and Title 49 CFR, Part 21, or any other protected class as defined by state or federal law.

14. Assignment

The AUDITOR shall not assign or transfer its interest in this AGREEMENT without the written consent of Forward Pinellas.

15. Fiscal Funding

Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide agency of the State of Florida with its fiscal year ending on September 30 of each calendar. If Forward Pinellas does not have appropriate sufficient funds to continue making the payments required under this AGREEMENT or any of its agreements for any fiscal year subsequent to the one in which this AGREEMENT is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this AGREEMENT shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to Forward Pinellas. In this event, Forward Pinellas shall not be obligated to make any further payments due beyond said fiscal year.

16. Prohibition Against Contingency Fees

The AUDITOR warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the AUDITOR to solicit or secure this AGREEMENT and that the AUDITOR has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the AUDITOR any fee, commission, percentage, gift, or any other considerations, contingent upon or resulting from this award or making of this AGREEMENT.

17. Observance of Laws

The AUDITOR agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes ordinances, and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers. The AUDITOR specifically acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et. seq, and regulations relating thereto. Failure to comply with this provision of this AGREEMENT shall be considered a material breach and shall be grounds

for immediate termination of this AGREEMENT. If a dispute arises regarding this AGREEMENT, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.

18. Independent AUDITOR

The AUDITOR acknowledges that it is functioning as an independent AUDITOR in performing under the terms of this AGREEMENT, and it is not acting as an employee or agent of Forward Pinellas.

19. Severability

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

20. Waiver

Waiver of one or more covenants or conditions of this AGREEMENT by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or if any act by the AUDITOR requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the AUDITOR.

21. Entire Agreement

This AGREEMENT represents, together with all Exhibits, the entire written AGREEMENT between Forward Pinellas and supersedes all prior communications and proposals, whether electronic, oral, or written between Forward Pinellas and the AUDITOR with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the AUDITOR.

22. Notice and Contacts

All notices required by law and by this AGREEMENT to be given by one party to the other shall be in writing and shall be sent to the following respective addressees:

Forward Pinellas:
Whit Blanton, FAICP, Executive Director
310 Court Street
Clearwater, Florida 33756
Wblanton@forwardpinellas.org

AUDITOR:

If a different representative is designated after the execution of this AGREEMENT, notice of the new addresses will be made in writing.

23. Conflict of Interest

By accepting award of this AGREEMENT, the AUDITOR, which shall include its Executive Directors, officers and employees, represents that it presently has no interest in and shall acquire no interest, either directly or indirectly, in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the AUDITOR's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes, but is not limited to, any direct or indirect financial interest in any of the material and equipment manufacturers, suppliers, distributors, or AUDITORS who will be eligible to supply material and equipment for the AGREEMENT for which furnishing its services is required hereunder.

The AUDITOR further covenants and agrees that, when a former Forward Pinellas employee is employed by the AUDITOR, the AUDITOR will require that strict adherence by the former employee of, Section 112.3185, Florida Statutes, is a condition of employment of said former employee. These Statutes will by reference be made a part of this AGREEMENT as though set forth in full. The AUDITOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this AGREEMENT.

If, in the sole discretion of Forward Pinellas's Executive Director or designee, a conflict of interest is deemed to exist or arise during the term of the AGREEMENT, Forward Pinellas's Executive Director or designee may cancel this AGREEMENT, effective upon the date so stated in the Written Notice of Cancellation, without penalty to Forward Pinellas.

24. Final Closeout

Forward Pinellas may perform a final audit of the records of the AUDITOR to support the compensation paid to the AUDITOR under this AGREEMENT. The audit would be performed as soon as practical after completion and acceptance of all contracted services. The final payment to the AUDITOR may be adjusted for audit results.

25. Governing Law and Agreement Execution

The laws of the federal government and the State of Florida shall govern this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

PINELLAS PLANNING COUNCIL AND PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

Attest:

By: _____
Whit Blanton, FAICP
Forward Pinellas Executive Director

By: _____
Dave Eggers
Forward Pinellas Chair

Approved as to form:

By: _____
Chelsea Hardy
Assistant County Attorney

AUDITOR

Attest:

Exhibit A: Scope of Services

(The remainder of this exhibit is intentionally left blank and will be completed based on the procurement.)

Exhibit B: Rate Schedule

(The remained of this exhibit is intentionally left blank and will be completed based on the procurement.)

(This exhibit will be required of AUDITOR, but does not need to be submitted with proposals.)

Exhibit C: Certificate of Insurance and Insurance Requirements, Minimum Insurance Requirements

Prior to the time the AUDITOR is entitled to commence any part of the project, work, or service under this agreement, the AUDITOR shall procure, pay for and maintain at least the insurance coverage limits specified below. Said insurance shall be evidenced by delivery to Forward Pinellas of: 1) a Certificate of Insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by Forward Pinellas, and listing all carriers issuing said policy; 2) a copy of each policy, including all endorsements listed below. The insurance requirement shall remain in effect throughout the term of this agreement.

1. Workers' compensation limits are required by law; employers' liability insurance of not less than \$500,000 for each accident.
2. Comprehensive general liability insurance including, but not limited to, independent contractor, contractual, premises/operations, products/completed operations, and personal injury covering the liability assumed under indemnification provisions of this Agreement, with limits for liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 combined single limits. Coverage shall be on an "occurrence" basis.
3. Professional liability insurance from management AUDITOR errors and omissions liability insurance including but not limited to, general accounting, feasibility analysis, cost analysis with minimum limits of \$1,000,000 per occurrence if Occurrence Form is available; or Claims Made Form with "tale coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tale coverage" to be submitted with the invoice for final payment. In lieu of "tale coverage," the AUDITOR may submit annually to Forward Pinellas current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) years. Any failure to comply with the provisions of this paragraph will be considered a material breach of this Agreement.
4. Comprehensive automobile and truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$1,000,000 each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an-occurrence basis, such insurance to include coverage for loading and unloading hazard. Each insurance policy shall include the following conditions by endorsement to the policy:
 - a. Companies issuing the insurance policy, or policies, shall have no recourse against Forward Pinellas for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the AUDITOR.
 - b. The term Forward Pinellas shall include all authorities, boards, bureaus, commissions, divisions, departments, committees, and offices of Forward Pinellas and individual members, employees thereof in their official capacities, and/or while acting on behalf of Forward Pinellas.
 - c. Forward Pinellas shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability insurance and workers' compensation insurance.
 - d. The policy clause "other insurance" shall not apply to any insurance coverage currently held by Forward Pinellas to any such future coverage or to Forward Pinellas' self-insured retention or whatever nature.
5. The AUDITOR hereby waives subrogation rights for loss or damage against Forward Pinellas.

(This exhibit will be required of AUDITOR, but does not need to be submitted with proposals.)

Exhibit D. Truth in Negotiation Certificate

In compliance with this Agreement dated _____, between Forward Pinellas and the AUDITOR, the AUDITOR herewith certifies that:

1. The rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and correct at the time of contracting.
2. Any and all limitations on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected accounting issues are encountered, are disclosed herein.
3. Any and all services to be provided under the above-referenced AGREEMENT at rates or terms that are not customary are described herein.

Annual maximum compensation rate is as specified this AGREEMENT.
Standard compensation rate for this type engagement is as negotiated.

AUDITOR

By:

Date:

(This exhibit will be required of AUDITOR, but does not need to be submitted with proposals.)

Exhibit E. Public Entity Crimes Certificate

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIME

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

1. This sworn statement is submitted to _____

By: _____
(print this individual's name and title)

For: _____
(print name of entity submitting statements)

whose business address is: _____

and if applicable whose 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)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- A. A predecessor or successor of a person convicted of public entity crime; or
- B. 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 the 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, executives, 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 relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ 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 within the past 36 months.

AND (Please indicate which additional statement applies).

_____ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is 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 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 2019 by

_____ Who is Personally known to me

_____ Or who produced identification
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires

(SEAL)

(This exhibit will be required of AUDITOR, but does not need to be submitted with proposals.)

Exhibit F: Certificate Regarding Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The AUDITOR, (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the AUDITOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ (signature)

Print Name: _____

Title: _____

Date: _____

(This exhibit will be required of AUDITOR, but does not need to be submitted with proposals.)

Exhibit G: Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

(1) The prospective primary participant hereby certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not, within a three-year period preceding this 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;

(c) 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 listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The prospective primary participant also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

Signature/Authorized Certifying Official Typed Name and Title

Applicant/Organization

Date Signed