

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ML WEEKES & COMPANCY, PC CERTIFIED PUBLIC ACCOUNTANTS
FOR
FY 2020 COST ALLOCATION PLAN SERVICES**

THIS AGREEMENT is entered into between **ML Weekes & Company, PC** an active, foreign for-profit corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for a **Cost Allocation for FY 2020** (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/ Deliverables

The Consultant shall provide a detailed City-wide full cost allocation plan based on FY 2020 actual expenditures and a detailed plan in accordance with Uniform Guidance 2 CFR Part 200 to the City as set forth in the proposal dated August 16, 2022, attached, and incorporated herein as Exhibit “A”.

1.1 Develop full cost allocation plan in accordance with a full cost concept for applicable service areas. The full cost plan will include an allocation of general government costs and will be used for management purposes such as to apply administrative cost transfers to/from enterprise funds, information for budgeting purposes, and operational analysis.

1.2 Sections in the Cost Allocation Plan should be as follows:

Introduction to the Cost Allocation Plan

1. Certification statement and Organization Chart
2. Reconciliation of Cost Allocation to Expenditure Report and CAFR
3. Guide for reading the Cost Allocation Plan and Methodology
4. OMB A-87 and Full Cost Allocation Plan Including:
 - a. Table of Contents
 - b. Summary of Schedule of Allocated Costs
 - c. Detail Allocation Schedules

- 1.3 Obtain understanding of service being provided to/for enterprise funds and governmental funds through meetings with key staff.
- 1.4 Advise on potential services not currently subject to cost allocations that may be eligible for allocation.
- 1.5 Utilize best practice methodologies to recommend cost driver allocation alternatives for each element/general government cost of the plan. Develop a fair and equitable allocation method for costs for the services performed. Included a detailed explanation of the methodology and data sources for each schedule.
- 1.6 Analyze the current use of direct and indirect costs and recommend best practice approaches for consideration. Special focus will be placed upon direct versus indirect cost categories and the use of best practice methodologies.
- 1.7 Review current allocation method prepared by City staff to identify alternative and best practice methodologies. Work with designated City staff to design templates to better capture data inputs and provide understanding of allocation process. Prepare documentation of the data collection processes and assumptions, and an assessment of the data strengths and weaknesses.
- 1.8 Instruct/educate designated City staff in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the indirect cost allocation plans and determine opportunities for simplifying data collection activities for annual indirect cost plans.
- 1.9 Work with selected City Staff to define the purpose, uses and goals for an indirect cost allocation plan to ensure that the developed plan will be both accurate and appropriate for the City's current needs. This includes conducting interviews as needed to gain an understanding of the City's business processes and operations.
- 1.10 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Consultant agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Consultant thirty (30) days written notice.

2. Term/Commencement Date

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for **one (1) year from the date of execution of Agreement**, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.
- 2.3 Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.
- 2.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant' s ability to timely perform Services or any portion thereof, the City may request that the Consultant, within a reasonable period of time, provide adequate assurances to the City in writing, of Consultant' s ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3. Compensation and Payment

- 3.1 The Consultant shall be compensated in the following manner for work described in the Scope of Services:
- A lump annual sum amount not to exceed \$9,500.00. The Consultant shall be compensated \$6,000.00 upon submission of first draft of a City-wide cost allocation plan based in accordance with Uniform Guidance 2 CFR Part 200 and a Full Cost Allocation Plan and \$3,500.00 upon submission of the final and accepted reports by the City.
 - The City shall pay the Consultant in accordance with the Florida Prompt Payment Act.

4. Sub-Consultants

- 4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Service.

- 4.2 Any sub-Consultants used on the Service must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities

- 5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. Consultant's Responsibilities

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. Default

- 7.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

8. Termination Rights

- 8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to the Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

9. Insurance

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. Indemnification

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section

768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. Notices/Authorized Representatives

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Hernan Organvidez
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Consultant: ML Weekes & Company, PC
 Attn: Alex P. Weekes, Principal
 800 Village Walk, #166
 Guilford, CT 06437

14. Governing Law

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits

- 16.1 All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Consultant shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

17. No Assignability

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Representations and Warranties of Consultant

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and
- (d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. Compliance with Laws

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services provided hereunder.

22. Non-Collusion

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. Truth in Negotiating Certificate

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. Waiver

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. Survival of Provisions

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Prohibition of Contingency Fees

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

27. Force Majeure

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such

party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

28. Counterparts

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. Interpretation

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. Discretion of City Manager

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. Third Party Beneficiary

31.1 Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. No Estoppel

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

Hernan M. Organvidez, City Manager

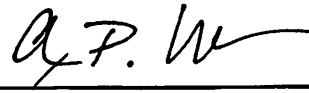
Date: 11/14/2022

**Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:**



Luis Figueredo, Esq.
City Attorney

ML Weekes & Company, PC.

By: 

Its: Principal

Date: 11/2/22

EXHIBIT "A"
SCOPE OF SERVICES

A. See attached proposal

Handwritten signature
Logan
11/2/11

EXHIBIT "B"
Minimum Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Certificate Holder should read as follows:

City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

- A. The Consultant shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any hereunder:
1. **Commercial General Liability:** The Consultant shall provide Commercial General Liability coverage in the amount of:
 - a. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
 - b. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed OperationsPolicy must include coverage for Contractual Liability and Independent Contractors.
 2. **Business Automobile Liability:** Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.
 3. **Workers' Compensation and Employer's Liability:** The Consultant shall provide coverage per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.
- B. The Consultant shall name 'City of Doral' as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- C. The Consultant, and any authorized sub-contractor(s), shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Consultant;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copied of policies by the City, or by any of its representatives, which indicated less coverage than is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements specified herein.

E. The Consultant shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Consultant shall maintain proof of same on file and made readily available upon request by the City.

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be noncontributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.



800 VILLAGE WALK #166
GUILFORD, CT 06437

TEL: (203) 458-0872
FAX: (203) 738-1034

August 16, 2022

Tanya D. Donigan
Procurement Division Manager
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Re: RTQ - Cost Allocation Plan FY 2020

Dear Ms. Donigan:

In response to Request to Quote (the "RTQ") for Cost Allocation Plan FY 2020, ML Weekes & Company, PC ("ML Weekes") is pleased to submit our proposal to City of Doral.

ML Weekes' proposal provides our response to all submittal requirements set forth in Section 4 of the RTQ, including applicable fully executed appendices and acknowledgement of all RTQ requirements. We are available to begin the project as requested and have qualified resources in place to fully meet the deliverable's required. All effort will be performed by ML Weekes employees and will not include any subcontractors.

We believe that our firm is uniquely qualified to respond to the RTQ based on our qualifications, extensive involvement with federal cognizant agencies, including the Department of Health and Human Services, our knowledge of the applicable regulations and guidance applicable to cost allocation and indirect cost rates and our expertise and experience working with City of Doral and numerous other organizations within the public sector.

The following contact is the sole point of communication for correspondence related to our proposal:

Alex P. Weekes, Principal
ML Weekes & Company, PC
800 Village Walk, #166
Guilford, CT 06437

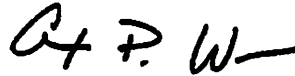
Phone: (203) 458-0872
Fax: (203) 738-1034
Email: alex.weekes@mlweekes.com

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

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We appreciate the opportunity to submit our proposal to serve City of Doral. If you have any questions related to this letter, our proposal, or any other aspect of the proposed project, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "A. P. Weekes". The signature is written in a cursive style with a horizontal line at the end.

Alex P. Weekes
Principal, ML Weekes & Company, PC

Enclosure (1)

Request To Quote - Cost Allocation Plan FY 2020 Services

City of Doral

Proposal

Submission Date: August 16, 2022, 5:00 PM

Submitted By:



800 VILLAGE WALK #166
GUILFORD, CT 06437

TEL: (203) 458-0872
FAX: (203) 738-1034

**ML Weekes & Company, PC
Request for Submittal No. 200407/IM**

Proposal to Serve City of Doral

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**ML Weekes & Company, PC
Request To Quote – Cost Allocation Plan FY 2020**

Proposal to Serve City of Doral

Introduction

In response to the City of Doral Request to Quote, Cost Allocation Plan FY 2020 (the “RTQ”), enclosed is ML Weekes & Company, PC’s proposal. We believe we have fully met the requirements outlined in the RTQ and are fully prepared to serve City of Doral with this project.

As discussed in more detail in our proposal, we understand that if we are selected to perform this effort on behalf of City of Doral, we will be required to provide a full Indirect Cost Allocation Plan and a Plan in compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”). The Plan will comply with your requirements to distribute central service costs to each benefiting City programs including all applicable supplemental schedules and documentation for FY 2020 and any other years requested.

ML Weekes & Company, PC’s experience, personnel, and resources provides us the qualifications and ability to identify and implement any enhancements to the allocation and recovery of costs for City of Doral, where appropriate, and complete our work in a timely and efficient manner. As a firm that specializes in government accounting and consulting, we clearly understand the requirements delineated in the RTQ.

ML Weekes & Company, PC
Request To Quote – Cost Allocation Plan FY 2020

Proposal to Serve City of Doral

Section 4.3 – List of Projects

Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:

- a. *Name, address and telephone number of the client contact.*
- b. *Name, location and address of project.*
- c. *Description of the work.*
- d. *Engagement fee.*
- e. *Length of contract and time extensions, if any.*

Project 1:

Client: City of West Palm Beach, FL

Scope of Work: Development of Cost Allocation Plan (Full & 2 CFR Part 200)

Dollar Amount of Contracts: \$9,500 annually (just increased to \$10,500 in new contract)

Contact Names: Linda McDermott, MPA
Budget Manager
City of West Palm Beach
401 Clematis St
West Palm Beach, FL 33401
Telephone: 561-822-1342
Fax: (561) 822-1349
Email: lmcdermott@wpb.org

Dates of Service: July 2003 through current. We generally receive 3-year contracts

Time Extensions: Only required when client cannot provide information

Project 2:

Client: Palm Beach County

Scope of Work: Development of Cost Allocation Plan (Full & 2 CFR Part 200)

Dollar Amount of Contracts: \$15,000 annually

ML Weekes & Company, PC
Request To Quote – Cost Allocation Plan FY 2020

Proposal to Serve City of Doral

Contact Names: Robyn Lawrence
Assistant Budget Director
50 South Military Trail, Suite 110
West Palm Beach, FL 33415
Telephone: 561-355-4160
Fax: (561) 242-6916
Email: rLawrence@pbc.org

Dates of Service: January 2000 through current.
Consecutive - Three year contract with two, (1) year options

Time Extensions: Only required when client cannot provide information

Project 3:

Client: City of Doral

Scope of Work: Development of Cost Allocation Plan

Dollar Amount of Contracts: \$9,500

Contact Names: Eliza Rassi (retired following completion of last project)
Solangel D. Perez (new contact)
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
Telephone: (305) 593-6725 Ext. 4009
Email: Solangel.Perez@cityofdoral

Dates of Service: March 2020 through August 2021

Time Extensions: Only required when client cannot provide the information

Project 4:

Client: Eckerd College

Scope of Work: Development of Indirect Allocation Rate Proposal

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Dollar Amount of Contracts: \$11,500

Contact Names: Robin M. Remley, CPA
Associate Vice President & Controller
Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711
Telephone: (727) 864-7564
Email: smallerm@eckerd.edu

Dates of Service: January 2000 through Current
Just completed rate proposal in July 22 – Every 4 years

Time Extensions: Only required when client cannot provide the information

Project 5:

Client: Tissue Tech

Scope of Work: Development of Indirect Allocation Rate Proposal
Other various services surrounding 2 CFR Part 200

Dollar Amount of Contracts: \$10,000 (annually approximately)

Contact Names: Dan Norona
Controller
Tissue Tech
7300 Corporate Center Drive, Suite 700
Miami, Florida
Telephone: (786) 231-0335
Email: dnorona@tissuetechinc.com

Dates of Service: 2014 through Current
Just completed rate proposal in August 22

Please note we provide indirect rate and cost allocation services to other organizations in the State of Florida including Jacksonville University, Advent Health (formerly Florida Hospital), Safe Children Coalition, WestCare Foundation (Village House), and others. Services for the

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clients listed above have been performed in the previous year and are similar in nature to what is being requested in the RTQ. All services have been performed in our offices located in Connecticut or Georgia.

Section 4.4 – Company Background

Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company.

ML Weekes is a professional services and Certified Public Accounting (“CPA”) firm, initially formed in January 2000, with the principal focus of delivering advisory, accounting and auditing services to private and not-for-profit clients operating within the public sector market. The Firm is headquartered in Guilford, Connecticut and is presently registered and licensed with the State Boards of Accountancy in Connecticut and Pennsylvania. Our government services practice spans many industries including: engineering and environmental services, aerospace and defense, biological sciences and health care, education, science & technology, insurance, business process outsourcing (“BPO”), community services, workforce development, state and local government entities and taxation.

The Firm consists of three principals and a professional and technical staff totaling ten full and part-time employees. The principals and a majority of the professional staff are Certified Public Accountants, members of the American Institute of Certified Public Accountants, and respective members of the Connecticut and Pennsylvania Societies of Certified Public Accountants.

ML Weekes is specifically designed to respond to clients operating in highly regulated public sector markets. The Firm is made up of professionals with extensive experience in the government grants and contracts management process. Most of our professionals have joined us from international “Big Four” professional services firms where they had the opportunity to work with a variety of private contractors and not-for-profit grant and contract recipients including defense contractors, engineering firms, construction companies, government agencies, educational institutions, research institutes, public service organizations, healthcare facilities, and the law firms that represent these entities.

Our team embodies a comprehensive set of technical capabilities and practical experience. We have resources available from many different disciplines that are intimately knowledgeable about the public sector environment and regulatory processes and are able to provide a full-range of government contracting related services including assistance in:

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- ✓ Indirect cost rate proposals and indirect rate plans,
- ✓ Requests for equitable adjustment and claims preparation,
- ✓ Compliance reviews,
- ✓ Contract and grant negotiations,
- ✓ Interpreting relevant public laws and procurement regulations,
- ✓ Preparation of policies and procedures, and
- ✓ Resolution of contract disputes, including those requiring litigation.

We are classified as a small business under NAICS Code 541211.

Company Experience with Cost Allocation Plans and Indirect Cost Rates

As discussed above, we are a firm that specializes in F&A (indirect) cost rate proposals. Our goal is to assist organizations with the indirect rate proposal process and negotiate favorable indirect rates, as well as provide consulting services to help manage the overall grants and contract administration process.

During the previous twenty-two years, ML Weekes & Company, PC has submitted thousands of proposals to the US Department of Health and Human Services (DHHS), the Office of Naval Research (ONR), and numerous other federal, state and local government agencies. Our approach to preparing and negotiating indirect rates is to maximize our clients' return on indirect cost investment. We aggressively seek out appropriate and beneficial allocation methodologies that result in a rate that accurately represents our clients' research operations but do not sacrifice compliance with applicable regulations. In addition, we meet with client management at the inception of the project to focus on strategic planning with respect to the type of indirect rate (e.g., predetermined), the duration of rate agreement (one, two, or three years), and the applicable research base (e.g., separate indirect rates for Organized Research, Other Sponsored Activities, etc.). This process results in an indirect cost rate proposal in line with the strategic goals of the organization. ML Weekes & Company, PC has successfully negotiated significant increases in indirect rates for many of our clients. Our indirect cost rate proposals are thorough, supportable and have withstood significant audit by government representatives, including the DHHS, Cost Allocation Services (CAS).

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Section 4.5 – Résumés

Provide résumés and relevant background information for the company's key personnel who will directly or indirectly be involved for the tasks specified herein.

ML Weekes & Company, PC personnel assigned to the City of Doral project are familiar with all aspects of cost accounting and cost allocation methodologies, including the rules, regulations and guidance governing these processes. Alex Weekes will be the key person assigned to the project and will be responsible for every aspect of the engagement. Alex has prepared the Indirect Cost Allocation Plan for City of Doral for the previous 2 years, Palm Beach County for Twenty-Five (25) years, City of West Palm Beach for twenty (20) years as well as for numerous other organizations throughout that time period. Laura Weekes has assisted in the preparation of the Palm Beach County and City of West Palm Beach Plans for the last five (5) years and the City of Doral plan the last 2 years. Laura has extensive knowledge of 2 CFR Part 200 and is adept at the creation and maintenance of databases and information systems enabling ML Weekes & Company to streamline the collection of data, as well as maximize organization techniques. Cara Lenz will assist in the preparation of the Plan as well. Resumes are provided on the following three pages of the proposal and detail the experience, background and education for the key personnel assigned to the City of Doral project.

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ALEXANDER P. WEEKES, JR., PRINCIPAL

Alexander P. Weekes is a principal with ML Weekes & Company, PC and a Certified Public Accountant in the State of Connecticut. He is a member of the American Institute of Certified Public Accountants (AICPA), and the Connecticut Society of Certified Public Accountants (CSCPA). In addition, Alex is a member of the National Grants Management Association, National Association of College and University Business Officers, National Council of University Research Administrators and the Society of Research Administrators.

For more than twenty-five years he has provided a variety of services to assist clients who receive grants and contracts from federal agencies including the National Institute of Health (NIH), Office of Naval Research (ONR), Department of Labor (DoL) and the Department of Defense (DoD). He assists in the evaluation, interpretation and implementation of procurement and administrative regulations for government grants and contracts.

Alex specializes in assisting clients with optimizing direct and indirect cost reimbursement while minimizing compliance risk. His experience and services include the preparation and analysis of indirect cost rates and the negotiation of those rates with government representatives. He is recognized nationwide for his expertise on direct and indirect cost recovery. Alex has provided support to clients with establishing time and effort reporting, cost accounting and allocation and grants management systems. Alex has extensive experience with federal and state regulations and guidelines governing grants and contracts including the Federal Acquisition Regulations, OMB Circulars and 2 CFR Part 200.

He has extensive audit experience within the private and public sectors, including eight years with the international public accounting firm of Ernst & Young, and also several years of federal government auditing experience with the Defense Contract Audit Agency (DCAA). Previously, as a Senior Audit Manager in Ernst & Young's Government Contract Services practice in Stamford, Connecticut, Alex provided auditing, accounting and consulting services to numerous public sector clients including governmental entities, not-for-profit organizations, hospitals, and colleges and universities.

Alex earned his BS in Accounting from Plymouth State University in New Hampshire and has been with ML Weekes and Company since its inception.

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CARA LENZ, SENIOR MANAGER

Cara Lenz is a Senior Manager at ML Weekes & Company, PC. She provides a variety of services for clients who receive grants and contracts from federal and state agencies. She has extensive experience with the federal regulations and guidelines governing grants and contracts including OMB Circulars, 2 CFR Part 200 and the Federal Acquisition Regulations.

Cara assists clients in the evaluation, interpretation and implementation of procurement and administrative regulations related to government grants and contracts. She conducts program and compliance audits. Her services also include the preparation of Facilities and Administrative (F&A) and indirect cost rates and plans for not-for-profit organizations, research institutes, government agencies, and colleges and universities and assistance in the negotiation of those rates with the government.

Before joining ML Weekes & Company, Cara was the Director of Grants and Contracts for Mercer University in Macon, Georgia. She was responsible for managing federal, state and private awards and agreements. Her duties included developing policies and procedures in compliance with federal guidelines, preparing and maintaining budgets, approving expenditures in accordance with applicable federal and agency cost principles as well as approved budgets, managing time and effort reporting, invoicing and monitoring cash flows, recovery of indirect cost revenue and preparing financial reports. She was also responsible for managing the University's annual A-133 audit and assisting in the preparation of the University's F&A rate proposal as well as the subsequent audit.

Cara earned a B.B.A. in Accounting from Mercer University and a Masters of Accountancy from Georgia College and State University. She is a Certified Public Accountant in the State of Georgia and has been with ML Weekes & Company for 16 years.

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LAURA WEEKES, MANAGER

Laura Weekes is a Manager at ML Weekes & Company, PC. She provides a variety of services for clients who receive grants and contracts from federal and state agencies. She has experience with the federal regulations and guidelines governing grants and contracts including OMB Circulars, 2 CFR Part 200.

Laura assists clients in the preparation of Facilities and Administrative (F&A) and indirect cost rates and plans for not-for-profit organizations, research institutes, government agencies, and colleges and universities.

Before joining ML Weekes & Company, Laura was the Controller for Commonfund in Wilton, Connecticut. She was responsible for financial reporting, regulatory reporting and budgeting for the 501©(3) parent company as well as a holding company, a broker dealer and several taxable subsidiaries. Her duties included regular reporting of financial information to the Board of Trustees to include future projections, budget variances and profitability analysis on various projects and lines of business, regulatory reporting to the NASD and managing compliance of net capital requirements, managing time and effort reporting, developing and enforcing policies and procedures as well as coordinating the annual budgeting process across all departments and organizations. She also created and maintained a transfer pricing model between the non-profit parent company and its subsidiaries.

Laura earned a Bachelor of Science in Accounting from Rochester Institute of Technology and a Master of Business Administration in Finance from Fairfield University. She earned a Certificate in Public Accounting in Maryland as well as NASD licenses: Series 27 – Financial and Operations Principal, Series 7 – General Securities Representative and Series 63 – Uniform Securities Agent State Law. She has been with ML Weekes & Company for 5 years.

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Section 4.6 – Florida Department of State Certificate

Please attach a copy of your Florida Department of State, Division of corporation, active status, which shows that you are registered to do business in the State of Florida.

This document is attached as an addendum to this proposal.

Section 4.7 – Statement on Handling of Tasks

Provide a statement detailing how the Proposer would handle the tasks specified herein on a fast track or expedited basis.

Engagement Management Overview

ML Weekes & Company, PC is committed to providing our clients with the highest quality work product while utilizing the right mix of resources that is both efficient and effective. Our projects are managed and performed in discrete phases, each requiring a unique blend of the knowledge and experience of our professionals and the tools available to them. By utilizing the appropriate skill mix and following a pre-established plan, City of Doral will be assured that the Cost Allocation Plan will be well-prepared, accurate and completed on time.

Engagement Planning

During this phase we assign the engagement team. The team is selected based on the scope of work set forth in our engagement letter or agreement and includes experienced staff, managers and partners, as required.

A work plan and milestone project schedule is developed during this stage that provides adequate time for partner reviews, contingencies and client presentations. The schedule includes predetermined meetings with client personnel to present project status and obtain feedback and input.

At the conclusion of the planning phase, we will discuss the schedule and provide an overview of the work plan with client management to obtain their concurrence.

Information Collection and Assessment

It is critical to the success of our engagements to identify and meet with client personnel as soon as possible to obtain required data and other information necessary to prepare our final work product.

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Our philosophy is to schedule meetings and prepare client data requests at the beginning of each project to allow adequate lead-time for client personnel to collect and/or prepare required data.

Once this data and information is received it is reviewed for completeness, accuracy and conformity with our work plan.

Engagement Performance

During this phase, we complete the tasks set forth in our work plan. Engagement performance often occurs both on-site, as well as in ML Weekes & Company, PC offices. At the conclusion of the engagement performance phase, we will have completed all the steps necessary to deliver our work product. This includes the preparation of schedules, analyses and working papers supporting our conclusions.

Review and Work Product Preparation

It is essential that personnel senior to the preparer review all work. During this phase the work product and support are reviewed and discussed. ML Weekes & Company, PC's established practice is to have a partner in the firm review all reports prior to presentation to the client.

Depending on the engagement requirements, a final draft report and presentation is prepared that summarizes the results of our engagement and explains the basis of our conclusions.

Presentation and Delivery

Upon completion of reviews and draft reports, we meet with client personnel to present and discuss our conclusions and findings. During this process we encourage questions, comments, and a high level of client participation to enable us to refine our work product to best suit the needs of the end users.

Once we obtain all feedback and concurrence, we will issue our final work product to the client. All supporting working papers and engagement materials are retained in accordance with ML Weekes & Company, PC established practices, or as required under the terms of each engagement.

Overview of Approach and Cost Allocation Plan Format

ML Weekes & Company, PC's intention is to prepare the cost allocation plan in its entirety utilizing City of Doral personnel to assist in identifying and obtaining cost data required for the calculation. Our effort will result in the delivery of a cost allocation plan that includes the

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allocation of the centralized service function costs to the applicable departments, agencies and other users. In accordance with 2 CFR Part 200 and the requirements set forth in Appendix V, the plan will include the following:

- ✓ A brief description of the service/cost allocated;
- ✓ An identification of the unit rendering the service and the operating agencies receiving the service;
- ✓ The items of expense included in the cost of the service;
- ✓ The method used to distribute the cost of the service to benefiting agencies, and;
- ✓ A summary schedule showing the allocation of each service to the specific benefited agencies.

In addition, in accordance with 2 CFR Part 200 Cost Principles, we will also remove unallowable costs. During this effort we will discuss with you the factors that affect the allowability of costs, as well as determine which costs have been identified as unallowable and remove them from the allocated cost pool. Our procedures to identify and remove unallowable costs from the Plan will include the following:

- ✓ Determine those costs centers which are determined to be high risk and may include unallowable costs;
- ✓ Perform a review of the costs included in the high-risk cost centers (with City of Doral assistance) to determine those costs which are considered unallowable in accordance with the Uniform Guidance;
- ✓ Remove all unallowable costs (prior to allocation to users) from the applicable cost pools;
- ✓ Determine that all costs are accorded consistent treatment. (A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost);
- ✓ Provide guidance to the City of Doral budget office on how to account for, code and segregate unallowable costs for future periods, and;
- ✓ Based on the results above re-allocate allowable costs to benefiting agencies and users.

Our procedures will include the documentation of processes used for identifying, accumulating, and allocating the allowable costs of services provided by City of Doral on a centralized basis to its departments and agencies so the costs of these services may be allocated, or billed to users. The resulting indirect cost allocation plan will be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit. In accordance with 2 CFR Part 200, Appendix V, our proposed plans will be accompanied by the following:

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- ✓ An organization chart sufficiently detailed to show operations including the central service activities;
- ✓ A copy of the Comprehensive Annual Financial Report (or a copy of the Executive Budget if budgeted costs are being proposed) to support the allowable costs of each central service activity included in the plan, and;
- ✓ A certification that the plan was prepared in accordance with the Federal rules, contains only allowable costs, and was prepared in a manner that treated similar costs consistently among the various Federal awards and between Federal and non-Federal awards/activities.

Indirect Cost Allocation Plan Work Plan

ML Weekes & Company, PC's proposed approach is to perform the engagement in two phases. Phase I consists of a diagnostic review of the available data, systems, staffing, and changes impacting the Indirect Cost Allocation Plan since it was last prepared. Phase II will consist of assisting in performing the effort required to prepare a comprehensive Indirect Cost Allocation Plan. An overview of the tasks to be performed during Phases I and II is provided below.

Phase I – Diagnostic Review and Project Planning

The purpose of the diagnostic review is to assess available data, and to identify those areas requiring additional analysis in order to complete the proposal in a timely and efficient manner. As part of the diagnostic review, we will specifically address key issues raised during the prior year's effort. In order to develop a comprehensive work plan and schedule for the preparation of the Indirect Cost Allocation Plan we will perform the following:

- ✓ Assess the availability and format of expenditure information for the service centers that will be allocated. We will also determine the most efficient method for summarizing data for use in preparing the Indirect Cost Allocation Plan;
- ✓ Assess the availability of information required to develop allocation statistics including, but not limited to, full time equivalents (FTE's), square footage by department, budget transactions, and revenue and expenses by department, and;
- ✓ Understand the treatment and impact of service centers and the nature of the credits which should be received by benefiting departments.

Upon completion of the diagnostic review, we will work closely with the budget office, or other designated office to:

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- ✓ Establish a time-phased, task-oriented project plan for completion of all aspects of the rate preparation process;
- ✓ Meet with management to determine the appropriate resources required to complete the cost plan and to assign projected roles for City of Doral and ML Weekes & Company, PC personnel, and;
- ✓ Conduct a meeting with all members of the project team to discuss each step in the plan and answer any questions on the effort required.

Phase II – Preparation of the Indirect Cost Allocation Plan

The steps necessary to complete the Indirect Cost Allocation Plan are partially contingent upon the results of efforts performed during Phase I. Assuming that there are no significant changes from prior years, and any changes are readily identifiable and adaptable to the current plan format, we will perform the following steps:

- ✓ Collect and review the download of all agencies, organizations and funds (programs) requiring an allocation of costs from the general fund;
- ✓ Assemble a description of all the central service departments that will be allocated to benefiting agencies, organizations and funds;
- ✓ Develop the applicable base for allocating the central service departments and review with City of Doral personnel;
- ✓ Gather expenditure information and other statistical data in a format acceptable for downloading into the Indirect Cost Allocation Plan model;
- ✓ Perform interviews of the personnel in those departments that may require a revised allocation methodology, or where more appropriate statistical information may be available;
- ✓ Input and/or download expenditure (pool), base, and statistical data into the Indirect Cost Allocation Plan model, as appropriate for the development of the Indirect Cost Allocation Plan. Review plan with City of Doral personnel on an on-going basis and continually make enhancements to the Plan, as appropriate;
- ✓ Prepare reconciliations between the financial statements (general fund) and the Indirect Cost Allocation Plan. Develop a complete Indirect Cost Allocation Plan package with

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required supporting documentation in the format prescribed by Appendix V of the Uniform Guidance, and;

As part of this process, we will meet with members of the City of Doral team, as necessary, to assess progress and provide interim recommendations regarding allocation methodologies and inputs. After the completion of the Indirect Cost Allocation Plan, we will meet with City of Doral personnel to review the Plan.

Section 4.8 – Statement on Availability

Provide a statement confirming the Proposer's availability to begin the tasks specified herein and confirming the Proposer's availability to continue the Work on an ongoing and as needed basis.

We meet all the requirements outlined in section 5, Scope of Work and are available to begin all the tasks specified within. We are prepared and available to continue this work on an on-going basis as needed and requested.

Section 4.9 – Other Relevant Experience

Provide other relevant experience with non-governmental clients who may demonstrate the scope of services and resources available from the actuarial firm.

We are not an actuarial firm and I assume that is a typo. As noted in section 4.4 above we are a firm that specializes in indirect cost rate proposals and serve hundreds of Not-For-Profits, hospitals and health systems and colleges and universities throughout the country.

Section 4.10 – References

Please provide a minimum of five (5) recent allocation studies in addition to its five (5) corresponding references; preferably government agencies for projects with similar scope as listed in the RTQ. The information should include the following:

- *Name, phone number, address, and email*
- *Description of the scope of study conducted*
- *Month and year the project was started and completed*
- *Role of proposer's firm and responsibilities*
- *To what degree the organization implemented your recommendations*

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Reference 1:

Client: City of West Palm Beach, FL

Scope of Work: Development of Cost Allocation Plan (Full & 2 CFR Part 200)

Contact Names: Linda McDermott, MPA
Budget Manager
401 Clematis St
West Palm Beach, FL 33401
Telephone: 561-822-1342
Fax: (561) 822-1349
Email: lmcdermott@wpb.org

Dates of Service: July 2003 through current. Annual timing depends on when the client can provide the information. Once it is provided, we require a 4-week turnaround.

Our Role: Same scope as what City of Doral RTQ is requesting

Reference 2:

Client: Palm Beach County

Scope of Work: Development of Cost Allocation Plan (Full & 2 CFR Part 200)

Contact Names: Robyn Lawrence
Assistant Budget Director
50 South Military Trail, Suite 110
West Palm Beach, FL 33415
Telephone: 561-355-4160
Fax: (561) 242-6916
Email: rLawrence@pbc.org

Dates of Service: July 2003 through current. Annual timing depends on when the client can provide the information. Once it is provided, we require a 4-week turnaround.

Our Role: Same Scope as what City of Doral RTQ is requesting

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Reference 3:

Client: Eckerd College

Scope of Work: Development of Indirect Allocation Rate Proposal

Contact Names: Robin M. Remley, CPA
Associate Vice President & Controller
4200 54th Avenue South
St. Petersburg, FL 33711
Telephone: (727) 864-7564
Email: smallerm@eckerd.edu

Dates of Service: January 2000 through Current
Just completed rate proposal in July 22 – Every 4 years

Our role: We are responsible for preparing the indirect rate proposal and submitting it to the federal government. We are then responsible for negotiating the rates on behalf of our client. We gather the financial information from the client in order to prepare the proposal.

Reference 4:

Client: CDC Foundation

Scope of Work: Development of Indirect Allocation Rate Proposal

Contact Names: Ashley Armstrong, Project Manager
7300 Corporate Center Drive, Suite 700
Miami, Florida
Telephone: (404) 263-0849
Email: aarmstrong@cdcfoundation.org

Dates of Service: June 2021 through December 2021

Our role: We are responsible for preparing the indirect rate proposal and submitting it to the federal government. We are then responsible for negotiating the rates on behalf of our client.

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Reference 5:

Client: Tissue Tech

Scope of Work: Development of Indirect Allocation Rate Proposal

Contact Names: Dan Norona
Controller
7300 Corporate Center Drive, Suite 700
Miami, Florida
Telephone: (786) 231-0335
Email: dnorona@tissuetechinc.com

Dates of Service: 2014 through Current
Just completed rate proposal in August 22

Our role: We are responsible for preparing the indirect rate proposal and submitting it to the federal government. We are then responsible for supporting government audited and negotiating the rates on behalf of our client.

Timing and Fees

ML Weekes & Company, PC anticipates working closely with the City personnel to obtain the information necessary to prepare the cost allocation plan and the indirect cost rate. We pride ourselves on our ability to meet client deadlines while providing value-added services. The Full Cost Allocation Plan and 2 CFR Appendix V Cost Allocation Plan will be completed and presented to the City with ample time to adequately review the allocations and reasonably implement any recommendations based on changes in services as discussed with, and agreed to by the City. We are prepared to commence our efforts immediately and upon receipt of a signed letter of engagement from the City.

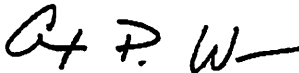
Our proposed fees for this engagement will be \$9,500, and we anticipate the project to be completed over a four-to-six-week period (once we receive the initial information). We will bill you \$6,000 upon the submission of the first draft and \$3,500 upon the submission of the final copies. We pride ourselves on our ability to meet client deadlines while providing value-added services. Our fee estimate assumes City of Doral personnel will be available to assist us and answer any questions as we perform our procedures. We are available to begin the work at your convenience and direction, and are prepared to dedicate the necessary resources to complete the effort on an agreed-upon schedule.

ACCEPTANCE

The scope of this engagement does not constitute a rendering by ML Weekes or its principals or staff of any legal advice, and because our engagement is limited in nature and scope it cannot be relied upon to discover all documents and other information or provide all analyses which may have importance to this matter. This engagement does not anticipate the compilation, review, or audit of financial records or financial statements. City will not hold us responsible for any loss or liability, which may result from the non-discovery of any matters, which may otherwise have an influence on this matter.

If these arrangements are acceptable, please sign one copy of this letter and return it to us. We appreciate the opportunity to assist you with this project. If you have any questions related to this letter, or any other aspect of this engagement, please call me at (203) 458-0872.

Sincerely,



Alex Weekes
ML Weekes & Company, PC

Florida Department of State Certificate

*State of Florida
Department of State*

I certify from the records of this office that ML WEEKES & COMPANY, INC. is a New Hampshire corporation authorized to transact business in the State of Florida, qualified on November 23, 2005.

The document number of this corporation is F05000006917.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 20, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of January,
2022*




Randy R. ...
Secretary of State

Tracking Number: 8012091075CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Certificate of Insurance

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 08/15/2022														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																
PRODUCER Berkely Brokerage Corp. PO Box 480 Greenlawn, NY 11740	CONTACT NAME: Berkely Brokerage Corp. PHONE (A/C No., Ext.): (631) 424-0222 FAX (A/C No.): (631) 424-3910 EMAIL ADDRESS: rcho@berkelybrokerage.com <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																
INSURER F:																
INSURED ML Weekes and Co PC 12 Garrison Dr. Guilford CT 06437																
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:														
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>																
LINE	TYPE OF INSURANCE	ADDL BSR#	POLICY NO	POLICY EFF	POLICY EXP	LIMITS										
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE (LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC OTHER:		12 SBM AB3008	08/14/2022	08/14/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Per one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$										
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		12 SBM AB3008	08/14/2022	08/14/2023	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N/A	12 WBC DL7236	12/15/2021	12/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER F.L. EACH ACCIDENT \$100,000 F.L. DISEASE - EA EMPLOYEE \$100,000 F.L. DISEASE - POLICY LIMIT \$500,000										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Compensation policy includes coverage in the state of FL.																
CERTIFICATE HOLDER				CANCELLATION												
City of Doral 8401 NW 53 Terrace Doral, FL 33168				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard E. Ocherwiler</i> ^{<DP>}												

ACORD 25 (2014/01)

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Bid Tabulation Sheet

RTQ for Cost Allocation for FY 2020

Bid Due Date: 8/16/2022

Company	Responded	Full Cost Allocation Plan	OMB Compliant Cost Plan	Total Proposed Cost
Matrix Consulting Group	Y	\$15,000.00	\$7,000.00	\$22,000.00
Maximus Consulting	N	\$0.00	\$0.00	\$0.00
MGT of America	Y	\$17,315.00	\$0.00	\$17,315.00
ML Weekes & Company, PC	Y	\$9,500.00	\$0.00	\$9,500.00
Sequoia Consulting	N	\$0.00	\$0.00	\$0.00
Soulutions Consulting	N	\$0.00	\$0.00	\$0.00
Stantec Consulting	N	\$0.00	\$0.00	\$0.00
The Balmoral Group	N	\$0.00	\$0.00	\$0.00

Completed By:	<i>Tanya Donigan 10/12/2022</i>
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Finance Department

Request to Quote (RTQ)

* Cost Allocation for FY 2020 *

Due Date: Tuesday, August 16th, 2022

1. PURPOSE

The City of Doral is interested in requesting a cost proposal for a Full Cost Allocation Plan and a 2 CFR Part 200, commonly referred to as an OMB A-87, in compliance with the United States Uniform Guidance circular for Fiscal Year ended September 30, 2020.

- The 2 CFR Part 200 Cost Allocation Plan will identify allowable support department costs and distribute or allocate them to the grantee or receiving department.
- The Full Cost Allocation Plan will identify support costs provided by central service departments or departments that service or benefit other departments. The plan should identify support departments cost and distribute or allocate them to the grantee or receiving departments. The City's support departments are:
 - Office of the Mayor and Council
 - Office of the City Manager
 - Public Affairs
 - Office of the City Clerk
 - Office of the City Attorney
 - Human Resources
 - Information Technology
 - Finance

2. REQUIRED MINIMUM QUALIFICATIONS

The following qualifications are required:

- 2.1 Proposer shall have successfully completed at least five cost allocation studies for governmental entities of comparable size to the City of Doral within the last two years.
- 2.2 Proposers must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded.
- 2.3 Proposer shall have relevant experience in cost allocation studies. Project manager assigned to the work must have experience in cost allocation studies and have served as project manager on similar projects.
- 2.4 Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Doral or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

3. METHOD OF AWARD

Award will be made to the lowest most responsive, responsible bidder.

4. CONTENT OF PROPOSAL

Submissions shall include the following and be in the following order:

- 4.1 Introductory page including primary contact for this RTQ including all contact information (i.e. phone number, fax number, e-mail address).
- 4.2 Provide a Table of Contents (with items in the order listed below).
- 4.3 Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:
 - a. Name, address and telephone number of the client contact.
 - b. Name, location and address of project.
 - c. Description of the work.
 - d. Engagement fee.
 - e. Length of contract and time extensions, if any.
- 4.4 Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company.
- 4.5 Provide résumés and relevant background information for the company's key personnel who will directly or indirectly be involved for the tasks specified herein.
- 4.6 Please attach a copy of your Florida Department of State, Division of corporation, active status, which shows that you are registered to do business in the State of Florida.
- 4.7 Provide a statement detailing how the Proposer would handle the tasks specified herein on a fast track or expedited basis.
- 4.8 Provide a statement confirming the Proposer's availability to begin the tasks specified herein and confirming the Proposer's availability to continue the Work on an ongoing and as needed basis.
- 4.9 Provide other relevant experience with non-governmental clients who may demonstrate the scope of services and resources available from the actuarial firm.
- 4.10 **References**

Please provide a minimum of five (5) recent allocation studies in addition to its five (5) corresponding references; preferably government agencies for projects with similar scope as listed in the RTQ. The information should include the following:

 - o Name, phone number, address, and email
 - o Description of the scope of study conducted
 - o Month and year the project was started and completed
 - o Role of proposer's firm and responsibilities
 - o To what degree the organization implemented your recommendations

5. SCOPE OF WORK

- 5.1 Develop full cost allocation plan in accordance with a full cost concept for applicable service areas. The full cost plan will include an allocation of general government costs and will be used for management purposes such as to apply administrative cost transfers to/from enterprise funds, information for budgeting purposes, and operational analysis.
- 5.2 Sections in the Cost Allocation Plan should be as follows:
Intro Introduction to the Cost Allocation Plan
 1. Certification statement and Organizational Chart
 2. Reconciliation of Cost Allocation to Expenditure Report and CAFR
 3. Guide for reading the Cost Allocation Plan and Methodology
 4. OMB A-87 and Full Cost Allocation Plan including:
 - o Table of Contents
 - o Summary of Schedule of Allocated Costs
 - o Detail Allocation Schedules
- 5.3 Obtain understanding of service being provided to/for enterprise funds and governmental funds through meetings with key staff.
- 5.4 Advise on potential services not currently subject to cost allocations that may be eligible for allocation.
- 5.5 Utilize best practice methodologies to recommend cost driver allocation alternatives for each element/general government cost of the plan. Develop a fair and equitable allocation method for costs for the services performed. Included a detailed explanation of the methodology and data sources for each schedule.
- 5.6 Analyze the current use of direct and indirect costs and recommend best practice approaches for consideration. Special focus will be placed upon direct versus indirect cost categories and the use of best practice methodologies.
- 5.7 Review current allocation method prepared by City staff to identify alternative and best practice methodologies. Work with designated City staff to design templates to better capture data inputs and provide understanding of allocation process. Prepare documentation of the data collection processes and assumptions, and an assessment of the data strengths and weaknesses.
- 5.8 Instruct/educate designated City staff in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the indirect cost allocation plans and determine opportunities for simplifying data collection activities for annual indirect cost plans.
- 5.9 Work with selected City staff to define the purpose, uses and goals for an indirect cost allocation plan to ensure that the developed plan will be both accurate and appropriate for

the City's current needs. This includes conducting interviews as needed to gain an understanding of the City's business processes and operations.

6. INSURANCE REQUIREMENTS

Submit proof of the required insurance with the limits specified herein.

Commercial General Liability Insurance

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
 - \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- Policy must include coverage for Contractual Liability and Independent Contractors.

Business Automobile Liability

- Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

Workers' Compensation and Employer's Liability

- Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

The Certificate Holder should read as follows:

City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

7. ADDITIONAL SERVICES

7.1 Additional Reports

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

BIDDER QUALIFICATION STATEMENT

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____

3. Project Name/Location _____
Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

