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Management  
Partners



February 2, 2023

# Town of Kenneth City

Proposal for strategic planning services



**bakertilly**



**Management  
Partners**



February 2, 2023

Ms. Jocilyn Martinez  
Town Clerk  
Town of Kenneth City  
6000 54th Avenue North  
Kenneth City, FL 33709

Baker Tilly US, LLP  
1730 Madison Road  
Cincinnati, Ohio 45206  
+1 (513) 861-5400  
bakertilly.com

*Delivered electronically*

Dear Ms. Martinez:

Thank you for the opportunity to submit a proposal to provide strategic planning services to the Town of Kenneth City. Based on our understanding of the Town's needs and our strategic planning experience with Florida local governments, we are eager to assist and guide this strategic planning process. Our proposal meets your RFP requirements and describes our unique proposition to conduct a comprehensive strategic planning process that includes community engagement, data analysis, and development of a long-range plan to guide the Town's decision-making and resource allocation.

As one of the nation's leading multi-disciplined professional services firms, serving the strategic needs of local government and organizations that support them is at the heart of what we do. For projects of all sizes, hundreds of towns, cities, counties, school districts and special districts rely on Baker Tilly to help them address their highest priority challenges with clarity and precision. Our experience is substantial, our knowledge is deep, and our record of success in helping organizations like Kenneth City is verifiable.

### **The right firm**

Kenneth City will benefit from our best-of-both-worlds solution that pairs the technical qualifications, technology tools and expansive resources of the largest firms with the responsive service, personalized attention, and proactive communication of smaller firms.

### **The right experience**

We are structured around specialized practice groups, allowing us to provide focused training and continuing education to our team. Our understanding of local government, paired with targeted experience serving its leaders, will help you thrive now and as you evolve.

### **The right team**

The team of consultants working with Kenneth City includes technical and government-specialized members who understand your requirements, challenges, and opportunities. You will receive a tailored approach designed to meet your needs and exceed your expectations.

### **The right value**

We provide high-quality service for a fair and reasonable fee. Our significant level of partner and manager involvement translates into a responsive, efficient engagement and the ability to assist you now and in the future.

Our project team has extensive experience in developing strategic plans for Florida local governments and elsewhere, including rural, suburban and urban communities of all sizes. Jacquelyn McCray, PhD, will serve as project manager. She has led strategic planning projects for the Florida cities of Wilton Manors, West Palm Beach, and for clients throughout the country. She will be assisted by Dale Sugerman, PhD, who has managed the Florida towns of Lake Park, Highland Beach, and Briny Breezes and has collaborated with Jacquelyn on other strategic planning efforts. Our analyst team will provide support throughout the project.

Town of Kenneth City  
February 2, 2023

Kenneth City will be a valued client of Baker Tilly. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to earn your trust, and we look forward to discussing your questions and feedback.

Sincerely,

A handwritten signature in blue ink that reads "Carol Jacobs". The signature is fluid and cursive, with the first name "Carol" and last name "Jacobs" clearly distinguishable.

Carol Jacobs, Managing Director  
Baker Tilly US, LLP  
+1 (714) 287-1547 | [carol.jacobs@bakertilly.com](mailto:carol.jacobs@bakertilly.com)

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**Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.**

*Controller*

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# Project approach

*Our relationship-driven approach is led by consultants who deliver a cost-effective, quality engagement for Kenneth City. We will deliver a strategic plan that meets your needs now and into the future.*

## Our understanding of your needs

Kenneth City has an abundance of assets, from its location in southern Pinellas County to its robust job market, affordable cost of living and strong community ties. These all make Kenneth City a “safe, friendly small town.” The Town, which adopted the council-manager form of government a decade ago, has about 5,000 residents, 21 full-time employees, and a proposed FY 2023 General Fund of \$3.2 million. While the Town does not have a current strategic plan published on its website, it does have the following mission, vision and core values:

*Mission: As the Town of Kenneth City we focus every day on enriching the lives of our citizens by creating an exceptional environment and providing exemplary services that enable our community to thrive and prosper.*

*Vision: The Town of Kenneth City is a town that has long been committed to controlling its own destiny as a distinct, sustainable, and sovereign municipality. Our town’s sense of community is rooted in citizens who respect each other; in racial and socioeconomic diversity; and in pedestrian orientation. We believe our history and setting guide our future.*

*Core Values: To achieve our mission and vision, we will uphold the following values:*

- *Citizens are the heart of the Town of Kenneth City, so town government will treat all people fairly, with courtesy and respect.*
- *Open communication is essential to an engaged citizenry, so town government will seek and provide accurate, timely information and promote public discussion of important issues.*
- *The Town of Kenneth City must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.*
- *The Town of Kenneth City’s historic mix of people in all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.*
- *Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.*
- *The Town of Kenneth City’s economic health is essential to remaining a sustainable community, so town government will judiciously encourage and guide the location of new business opportunities.*
- *Citizens need to move easily throughout the town and county, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.*
- *Citizens must live in a healthy environment, so town government will protect lakes, the Joe’s Creek watershed, trees, air quality, and other elements of the town’s ecology.*
- *The physical, social, and intellectual well-being of Kenneth City citizens is fundamental to our community, so town government will provide and encourage enjoyable, safe, and affordable recreational and cultural opportunities.*
- *The Town of Kenneth City exists in proximity to and is interdependent with other jurisdictions, so we strive for local, regional, state and federal cooperation.*



Building on the work that the Town has already undertaken to understand its opportunities, challenges and priorities, Baker Tilly will use a proven approach to collaborate with Kenneth City decision makers to develop a strategic plan. Doing so will help ensure the Town's quality of life is maintained and enhanced, and its operations are improved through the adoption of fully integrated strategic management across the organization.

### Strategic planning methodology

Baker Tilly's strategic planning methodology, called D4 (Define, Discover, Develop, Deploy), serves as a reliable and repeatable approach to the completion of strategic planning projects. D4 has been applied and refined over many years of helping local government organizations with their strategic planning programs and incorporates proven processes and techniques organized within a structured, yet flexible, framework.

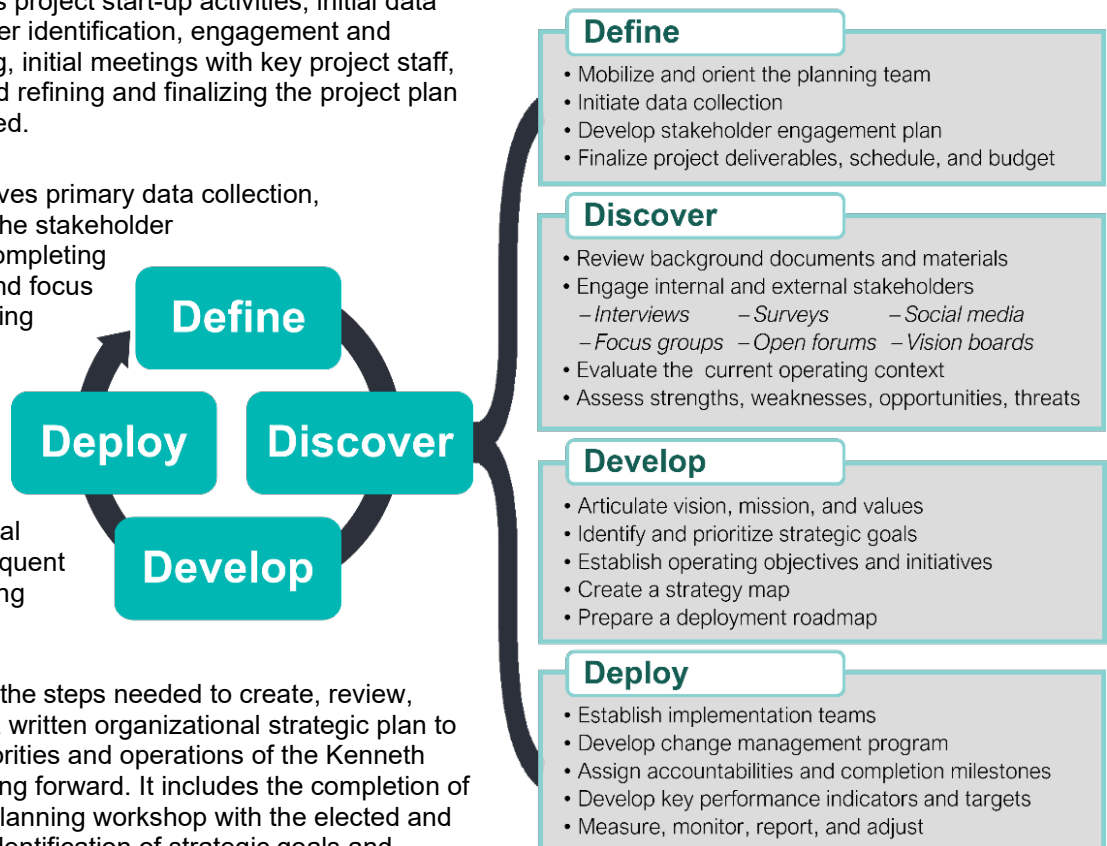
There are four separate phases to the D4 framework that are included in the project scope for the Kenneth City, as described below.

**Define.** This involves project start-up activities, initial data collection, stakeholder identification, engagement and involvement planning, initial meetings with key project staff, confirming scope and refining and finalizing the project plan and budget as needed.

**Discover.** This involves primary data collection, including executing the stakeholder engagement plan, completing internal interviews and focus groups, and conducting baseline organizational and program assessment activities. The discovery phase establishes the factual foundation for subsequent phases of the planning process.

**Develop.** These are the steps needed to create, review, approve and adopt a written organizational strategic plan to guide the overall priorities and operations of the Kenneth City organization going forward. It includes the completion of an intensive offsite planning workshop with the elected and appointed leaders, identification of strategic goals and objectives, and the recommendation for the alignment of the Town's organizational structure, operating practices and programs to the new strategy.

**Deploy.** This phase involves the development of an implementation action plan, collaborative development of performance measures (sometimes called key performance indicators), and the completion of other steps necessary to link the strategic plan to the management and service delivery programs across Kenneth City's organization and community as appropriate.



### Phase 1—Define

*The purpose of the work in the Define phase is to successfully initiate the strategic planning project, verify timelines, due dates, and budgets, and to initiate the extensive data collection, interviewing and engagement tasks necessary to lay the groundwork for creating Kenneth City's strategic plan.*

#### Activity 1 – Start project

We will begin by meeting with the Town Manager, project manager, and any other key staff the Town Manager may designate. During the kickoff meeting, we will discuss your objectives, the overall process, detailed schedule, and each of the major tasks. This initial planning meeting will afford the opportunity to share information and refine the schedule and approach, so it is comfortably integrated with staff's other work demands during the project.

We will develop a communications plan that will establish communication protocols, outline status updates and what they will include. We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs. It is likely to include:

- Significant Town plans and reports (e.g., Annual Comprehensive Financial Report, area plans, comprehensive plan, etc.);
- Town-wide organization chart;
- Town-wide full-time equivalent employees by department;
- Current work plans, mission statements and performance measures from each department;
- At least 25 high-resolution photos (minimum 300+ dpi) that can be used in the strategic plan document; and
- Any other documents, data or information that would be helpful for the strategic planning process.

#### **Deliverables**

- Final work plan, communication plan and schedule

#### **Town (Stakeholder) Involvement**

- Kickoff meeting with Town leaders

#### **Baker Tilly Communication**

- Data request through email
- Emails, phone calls and video conference calls to set up the kickoff meeting
- Kickoff meeting through videoconference call

### Phase 2—Discover

*The Discover phase is the primary data collection stage of the planning process and includes the internal interviews, a community survey, the employee survey, and the research effort. Completion of these tasks provides the consulting team with the foundation of data, facts and understanding necessary to develop an effective strategic plan, promote buy-in and support, and ensure alignment with the policy intent and priorities of the organization's elected and appointed leadership.*

#### Activity 2 – Gather and analyze information

Next, we will gather information through interviews, online surveys, and review of various documents to develop our understanding and foster a sense of cohesion. Each is described below.

- **Conduct Interviews.** We will conduct individual interviews with each member of the Town Council, the Town executive leadership team and each department head. The purpose of these interviews will be to obtain input for the strategic plan, which will also aid us in developing the online community survey (described below). Examples of interview questions are:

- What are the strengths, weaknesses, opportunities and threats (SWOT) facing the Town?
- Are the current vision statement, mission, and core values relevant or should they be changed?
- What goals would you like to see the Town achieve during the next five years?

At the conclusion of the interviews, we will prepare a summary of the major themes.

- **Design and administer online staff survey.** Kenneth City employees will have important observations and suggestions that will be helpful in creating the strategic plan. Baker Tilly will design a confidential online survey to seek their input about vision, mission, values, goals and strategies.
  - A member of the senior staff will send the link to all employees. It will be important to provide computer access (or hard-copy surveys) for any staff that do not normally have access, so they are encouraged to participate.
  - Once the survey is closed, we will summarize the survey results.
- **Design and administer online community survey.** Seeking input from members of the Kenneth City community and businesses will be important in developing the strategic plan. We will design and administer a confidential online survey to obtain their input. Questions will elicit their vision for Kenneth City and priorities for the future.
  - The Mayor will send a link to the survey to a wide variety of individuals for whom there are email addresses (e.g., board and committee members, recreation class participants, volunteers and others), and also place a link on the Town's website (and any other locations the Town identifies as helpful for dissemination).
  - Once the survey is closed, we will summarize the results and prepare a document containing the key themes, including charts and graphs showing respondents' answers.
- **Review relevant documents.** We will review the Town's current and past performance metrics and goals achieved, and land-use, development or infrastructure plans. We will also review other background materials to understand existing priorities, and other planning initiatives underway that will be important factors and context for developing the strategic plan.

At the conclusion of this activity, we will analyze this information as it will provide important input for the strategic planning workshop (described below).

### **Deliverables**

- Memorandum of results from survey responses

### **Town (Stakeholder) Involvement**

- Individual interviews with Town Council, Town manager and department heads and other Town leaders
- Employee and community survey

### **Baker Tilly Communication**

- Email, phone calls and videoconference calls to schedule interviews
- Videoconference call to conduct interviews
- Email to review and approve employee and community surveys
- Email that includes sample language to deploy the surveys

## **Activity 3 – Provide guidance for environmental scan**

During this activity, Kenneth City staff will prepare an environmental scan with advice from Baker Tilly. An environmental scan will provide important information for discussions in the workshop described in Activity 4. Types of information that could be gathered for the environmental scan include the following:

- Demographic trends and projections,



- Budget information (revenue and expenditure trends over the past five years and any available financial forecasts),
- Existing services provided and how they have changed over the past several years,
- Service demand drivers,
- Infrastructure needs profile, and
- Regional and state mandates and issues of importance to Kenneth City.

We will provide examples of environmental scans to staff. After staff prepare the scan, we will review it and provide feedback. We suggest Kenneth City staff compile and present the information during the workshop.

### **Deliverables**

#### **Town (Stakeholder) Involvement**

- Development of the environmental scan with assistance from Baker Tilly

#### **Baker Tilly Communication**

- Email, phone calls and videoconference to advise Town staff in the preparation of the environmental scan

## Phase 3—Develop

This phase of work comprises the tasks necessary for the preparation and adoption of a new organizational strategic plan for the Town. The principal tasks in the Develop phase center on the leadership and senior staff members of the Town.

### **Activity 4 – Prepare for and facilitate strategic planning workshop**

Next, we will facilitate a workshop with the Mayor and Council members, Town Manager, senior staff, and others as desired to review the information gathered in the previous activities and create consensus about the vision, mission, values, goals and strategies. To prepare for the workshop, the following tasks will be completed.

- **Determine workshop participants and coordinate logistics.** We will coordinate logistics of the workshop, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.
- **Prepare draft agenda and workshop materials.** We will prepare a detailed agenda for the workshop, as well as a briefing book with workshop materials. To ensure the time during the workshop is used most productively, we are likely to ask participants to complete work in advance of the session. The agenda will likely include the following components, subject to discussions with project leaders:
  - Review and discuss the results of stakeholder input;
  - Review and discuss the environmental scan;
  - Discuss the current vision and identify key elements of a Town wide mission statement, and core organizational values;
  - Identify key priorities, goals and strategies; and
  - Identify success factors.

Our strategic planning workshops are engaging and interactive and are designed to ensure full participation. We use a combination of facilitation techniques including small and large group discussions and typically change small groups at least once during the workshop to mix the participants. Because we are former local government practitioners, we are attuned to helping workshop participants clarify issues. We understand how to address sensitive issues in a neutral, non-confrontational manner.

### **Deliverables**

- Agenda, workshop briefing document and materials

### **Town Involvement**

- Workshop with Town Council, Town management and leadership

### **Baker Tilly Communication**

- Emails, phone calls and videoconference calls to coordinate logistics
- Email and video conference call to review the workshop agenda
- In-person facilitation of the strategic planning workshop

## **Activity 5 – Prepare strategic plan**

During this activity, Baker Tilly will prepare a draft strategic plan document that will provide direction for allocating Town efforts and resources. It will be visually pleasing, using photos supplied by the Town to illustrate goals and highlight some of Kenneth City 's assets. It is likely to contain the following components:

- Description of the process, including how data were gathered;
- Vision, mission, values;
- Multi-year goals;
- Several strategies for each goal;
- Success indicators for each goal; and
- Reporting and accountability mechanisms for the strategic plan.

We will develop a PowerPoint presentation to present the draft strategic plan to the Council and make modifications based on the feedback we receive. A final strategic plan document will then be prepared and presented to the Council.

### **Deliverables**

- Draft Strategic Plan
- PowerPoint presentation of the draft strategic plan
- Final strategic plan
- PowerPoint presentation of the final strategic plan

### **Town Involvement**

- Assist with presentation to the Town Council

### **Baker Tilly Communication**

- Email to review the draft strategic plan and PowerPoint presentation
- Email to review the final strategic plan and PowerPoint presentation
- Video presentation to the Town Council

## **Phase 4—Deploy**

*During the Deploy phase of the methodology, the center of gravity of the strategic planning effort begins to shift away from the Baker Tilly consulting team and towards the staff members responsible for the leadership and execution of the adopted plan. In this future phase of the strategic planning methodology, the consulting team can be available to transfer knowledge and understanding, support and coach leadership on the implementation and sustainment of the adopted strategic plan and provide change management guidance in the transition from the current state to the desired future state.*

## **Activity 6 – Support implementation**

Upon completion of the strategic plan document, Baker Tilly will prepare a draft Implementation Action Plan. The Implementation Action Plan will serve as an executable roadmap that details the specific steps

needed to accomplish each of the strategies included in the plan. For implementation to occur in an orderly and effective manner, we will help staff identify the following elements:

- Key tasks,
- Timeline (start and completion dates),
- Resources needed and currently available,
- Staff assigned (including a lead person), and
- Milestones.

### ***Deliverables***

- Draft Implementation Action Plan

# Project timeline

Your time is valuable, and one significant way we will add value to Kenneth City is by delivering our services on time or ahead of schedule. Below is an overview of our approach to successfully provide strategic plan facilitation services. We will collaborate with Kenneth City leaders to develop an agreed upon service timeline that meets your needs and timing requirements.

| ACTIVITY                                | MAR | APR | MAY | JUN | JUL | AUG |
|---|-----|-----|-----|-----|-----|-----|
| Start project                           |     |     |     |     |     |     |
| Gather and analyze information          |     |     |     |     |     |     |
| Provide guidance for environmental scan |     |     |     |     |     |     |
| Facilitate strategic planning workshop  |     |     |     |     |     |     |
| Prepare strategic plan                  |     |     |     |     |     |     |
| Support implementation                  |     |     |     |     |     |     |
| Project management and communication    |     |     |     |     |     |     |

**COMMITMENT TO SUCCESSFULLY DELIVER STRATEGIC PLAN SERVICES  
TO MEET KENNETH CITY'S REQUIREMENTS**

*We will develop a timeline to provide services on time or ahead of schedule.*

# Qualifications

*Our firm has the reputation, resources and reach to address the challenges you face both now and in the future.*

## About Baker Tilly

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. At Baker Tilly we recognize this complexity, and we are eager to serve as a valued advisor to the public sector. Nationwide, our state and local government practice serves more than 4,200 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.

### Public sector: experience that matters

**4,200+**

public sector clients

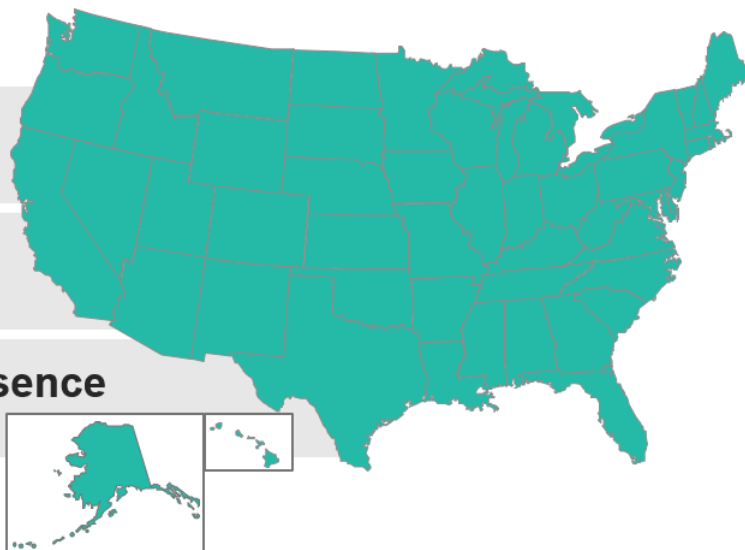
**90+ years**

industry experience

### Coast-to-coast presence

Industry trainers and thought leaders

States where Baker Tilly has served public sector clients



## Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' value.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.



### Celebrating our recent combination with Management Partners

The fast pace of change in local government is not slowing down. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. Leading advisory CPA firm Baker Tilly answers by combining forces with Management Partners, effective October 1, 2022.



This combination adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. Your project team members are former local government leaders and managers stemming from all operational facets of municipal government.



Founded in 1994, Management Partners' specific mission is to help local government leaders improve their service to the public. Since then, Management Partners consultants have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.

### Our Experience Conducting Strategic Planning

We are proud to have assisted a wide range of organizations with strategic planning and are experienced working with small and large jurisdictions, as illustrated by the list of recent clients below. These projects were conducted by Management Partners prior to the recent combination with Baker Tilly.

- Alameda, California
- Bay Harbor Islands, Florida
- Berkeley, California
- Beverly Hills, California
- Boone County, Kentucky
- Boulder City, Nevada
- Butler County, Ohio
- Commerce City, Colorado
- Davenport Institute, California
- East Contra Costa Fire Protection, California
- El Cerrito, California
- El Segundo, California
- Florence, Kentucky
- Heber Public Utility District, California
- Laguna Beach, California
- Laguna Beach Community Clinic, California
- Lake Worth, Florida
- Las Cruces, New Mexico
- Livermore Pleasanton Fire Department, California
- Madison, Connecticut
- McFarland, Wisconsin
- Modesto, California
- Monte Vista Water District, California
- Monterey County, California
- Montgomery, Ohio
- Morgan Hill, California
- Pinole, California
- Reno, Nevada
- Roseville, California
- Roswell, Georgia
- San Lorenzo Valley Water District, California
- San Rafael, California
- Santa Cruz, California
- Tinley Park, Illinois
- Tracy, California
- Tustin, California
- Union City, California
- Wauwatosa, Wisconsin
- West Palm Beach, Florida
- Wheaton, Illinois
- Wilton Manors, Florida

### Our experience working with Florida governments

We have also assisted a wide range of local governments in Florida with strategic planning, organization reviews, process improvement and other projects, as illustrated by the list of recent clients below. These projects also were conducted by Management Partners prior to the recent combination with Baker Tilly.

- Bay Harbor Islands
- Boynton Beach (2)
- Clearwater (4)
- Davie
- Deerfield Beach
- Delray Beach (2)
- Doral
- Fort Lauderdale (2)
- Gainesville (2)
- Highland Beach
- Hollywood (2)
- Lake Worth
- Oakland Park (9)
- Palm Bay
- Palm Beach County (2)
- Parkland (4)
- Pinellas County (3)
- Port St. Lucie
- Sarasota County (2)
- St. Augustine
- West Palm Beach (4)
- Wilton Manors

# Staff qualifications

*Kenneth City will work with a consistent team whose strategic planning experience and understanding of the specific needs of towns and the regional context will add value from day one.*

## Aligning key engagement team members with your goals

Your team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in Kenneth City from some of our most experienced team members. Engagement team members are introduced below and their complete resumes can be found in **Appendix A**.

### ENGAGEMENT TEAM FOR KENNETH CITY



**Jacquelyn McCray, Ph.D., AICP — Director**

**Role: Project manager**

Jacquelyn is a professional urban planner. She has worked on numerous projects involving strategic planning, development review process improvement, organizational and workflow analyses, performance measurement, strategic benchmarking, and service sharing. Jacquelyn has experience in process improvement and re-engineering of local government development review processes involving multiple departments and agencies.

She also has excellent interview and facilitation skills and frequently conducts leadership, employee and stakeholder focus group meetings. She is a skilled civic engagement and group process facilitator and has served various civic and professional groups in this capacity.

Jacquelyn previously held positions as a budget analyst, project manager and land-use manager with the City of Cincinnati. After concluding her tenure with Cincinnati, she served as vice chairperson and member of the Cincinnati City Planning Commission for nine years.



**Dale Sugerman, Ph.D. — Special Advisor**

**Role: Co-facilitator**

Dale is a former city/town manager with experience in six diverse communities in Florida. He possesses expertise in strategic planning, organizational development, performance management and high-performance teambuilding, as well as experience with capital improvement planning and implementation, economic development, growth management, infrastructure financing and risk management.

Dale's town manager assignments included Lake Park, Highland Beach and Briny Breezes, Florida. City manager assignments included Sunrise, Florida; Oberlin, Ohio; and Slater, Missouri. He has also served as assistant city manager and emergency program coordinator.

ENGAGEMENT TEAM FOR KENNETH CITY

Dale is a Credentialed Manager and a Lifetime Member of the International City Management Association, a Lifetime Member of the Florida City and County Management Association, and a current member of the Palm Beach County City Management Association. He is a qualified trainer in the Myers-Briggs Type Indicator® and frequent lecturer and speaker on topics dealing with local government issues.

KENNETH CITY WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

*All engagement team members are committed to Kenneth City's success. Their industry experience and service expertise translate into tangible results for the Town.*

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# References

*Our similar client base will yield experience-derived insights for Kenneth City.*

The following projects were all conducted by Management Partners prior to its combination with Baker Tilly. We encourage you to connect with the clients below to learn more about the value of their relationship with us. Each client will offer a different perspective as you consider your own needs.

## **City of West Palm Beach, Florida ► City Council strategic priorities facilitation**

Our firm designed and facilitated a process to assist the Mayor and City Commission in updating the 2019 to 2023 strategic plan. Individual interviews were held with each Commissioner and the city administrator to identify strengths and opportunities, along with a review of the current West Palm Beach vision, mission, and core values. We worked closely with the city administrator to develop an agenda and supporting briefing materials for the session and reviewed materials prepared by city staff on the status and progress of current goals. At the conclusion of the workshop with City Commissioners, the administrator, and senior staff we prepared a summary of the workshop outcomes and reviewed them with the city administrator and then prepared the updated strategic plan. We previously assisted the City of West Palm Beach with strategic planning and priority setting in 2016, 2017 and 2018.

**Contact:** Ms. Faye Johnson, City Administrator  
401 Clematis Street, West Palm Beach, FL 33401  
(561) 822-1400  
[fjohnson@wpb.org](mailto:fjohnson@wpb.org)

## **City of Wilton Manors, Florida ► Strategic planning**

We assisted the City of Wilton Manors with the development of a five-year strategic plan. The process included interviews with the Mayor, Commission members, the city's leadership team, and residents. We also developed an employee survey and community survey to gather additional feedback. We then facilitated a work session with the Commission to develop vision and mission statements and a set of organizational values and identified goals and strategic priorities. After Council adopted the strategic plan elements, we worked with staff to develop an implementation action plan for the strategic priorities.

**Contact:** Ms. Pamela Landi, Assistant City Manager  
2020 Wilton Drive, Wilton Manors, FL 33305  
(954) 390-2103  
[plandi@wiltonmanors.com](mailto:plandi@wiltonmanors.com)

## **City of Roswell, Georgia ► Strategic planning**

Our firm was retained by the City of Roswell to plan and facilitate the City's first strategic plan. We conducted interviews with Council and executive team members, assisted with an environmental scan, used data from a previous community engagement project to highlight key interests among various segments of the community, and planned and facilitated several workshops. We then developed a draft strategic plan that we reviewed in a facilitated session with Council members. After hearing their input we revised the strategic plan and finalized it. Once the strategic plan was finalized, we helped staff understand the elements of the Implementation Action Plan, as well as key performance indicators.

**Contact:** Mr. Michael Fisher, Deputy City Administrator  
38 Hill St, Roswell, GA 30075  
(770) 594-6243  
[mfisher@roswellgov.com](mailto:mfisher@roswellgov.com)



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# Cost

*Kenneth City can expect the highest quality service for a fair and reasonable fee. Below are our professional fees.*

| SERVICES   | PROFESSIONAL FEES |
|--|-------------------|
| Activity 1: Start project  | \$4,940           |
| Activity 2: Gather and analyze information                         | \$9,625           |
| Activity 3: Provide guidance for environmental scan                | \$1,000           |
| Activity 4: Prepare for and facilitate strategic planning workshop | \$11,360          |
| Activity 5: Prepare strategic plan                                 | \$5,590           |
| Activity 6: Support implementation                                 | \$1,475           |
| TOTAL  | \$33,990          |

## VALUE FOR FEES PAID

Kenneth City can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

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## Required forms

## FORM 1 PROPOSAL CHECKLIST

- ☒ Form 1: Proposal Checklist
- ☒ Form 2: Certification
- ☒ Form 3: Company Qualifications Questionnaire
- ☒ Form 4: Acknowledgment of Addenda
- ☒ Form 5: Single Execution Affidavit
- ☒ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ☒ Form 7: Dispute Disclosure
- ☒ Form 8: Key Staff and Proposed Subcontractors
- ☒ Form 9: Reference Letters
- ☒ Form 10: E-Verify Affidavit
- ☒ Form 11: IRS Form W-9
- ☒ Form 12: Proof of Required Insurance
- ☒ Form 15: Price Proposal

Firm: Baker Tilly US, LLP

Date: February 2, 2023

Authorized Signature: 

Print or Type Name: Carol Jacobs

Title: Managing Director

## FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge, and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of Kenneth City or any of its employees and officials.
3. I/We understand, acknowledge, and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether the offer is the lowest price offer received.
4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. I/We understand, acknowledge, and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.
6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.
7. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.
8. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

Signature of Authorized Representative: \_\_\_\_\_

Carol Jacobs

Signed on 2023/01/27 11:02:25 -8:00

Carol Jacobs

## ACKNOWLEDGMENT

State of ~~Florida~~ State of Wisconsin  
County of Dane

The foregoing instrument was acknowledged before me by means of ~~physical presence or~~  
online notarization, this 27th day of January, 2023, by Carol Jacobs  
(name of person) as Managing Director (type of authority) for \_\_\_\_\_  
Baker Tilly US, LLP (name of party on behalf of whom instrument is executed).

Tricia L Hoch

Signed on 2023/01/27 11:02:25 -8:00

Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or  
☐ Produced identification (Type of Identification):  
☐ Did take an oath; or  
☐ Did not take an oath

**Tricia L Hoch**  
Notary Public - State of Wisconsin  
My Commission Expires Jan 31, 2026

Notarial act performed by audio or video communication.

D788BE20A592

### FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Baker Tilly US, LLP

Firm Name

1730 Madison Road, Cincinnati, OH 45206

Principal Business Address

+1 (949) 809 5588

Telephone Number

carol.jacobs@bakertilly.com

Email Address

39-0859910

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

#### FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? \_\_\_\_\_

Our firm originated in 1931 as Edward A. Virchow, CPA then formed a partnership in 1953 creating Virchow, Krause & Company. More than 40 different combinations occurred over the years. In 2009, our firm registered as Baker Tilly Virchow Krause, LLP, became the exclusive branded U.S. member firm of Baker Tilly International and then changed our legal name to Baker Tilly US, LLP in 2020.

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/failed to conduct business in the State of Florida:

L15000065755

Document Number

March 26, 2015

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Accountancy Partnership

Category

AD65528

License No.

December 20, 2021

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐ Other \_\_\_\_\_



Please identify the Firm's primary business: Full service advisory and accounting firm.

Please identify the number of continuous years your Firm has performed its primary business: 92 years

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

| License/Certification Type | Name of Entity Issuing License or Certification | License No. | License Issuance Date |
|----------------------------|---|-------------|-----------------------|
|                            |   |             |                       |
|                            |   |             |                       |
|                            |   |             |                       |

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

| License/Certification Type | Name of Entity Issuing License or Certification | License No. | License Issuance Date |
|----------------------------|---|-------------|-----------------------|
|                            |   |             |                       |
|                            |   |             |                       |
|                            |   |             |                       |

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

| Authorized Signor's Name | Title             | Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other) |
|--------------------------|-------------------|--|
| Carol Jacobs             | Managing Director | All  |
|                          |                   |  |
|                          |                   |  |

Please identify the total number of Firm employees, managerial/administrative employees.

|  |        |
|--|--------|
| Total No. of Employees                           | 6,500+ |
| Total No. of Managerial/Administrative Employees | 6,500+ |

### INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

See insurance certificate.

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☒ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

### FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

| Owner/Partner Name | Title | Ownership (%)  |
|--------------------|-------|--|
| See attached list. |       | No partner holds more than a 2% ownership stake in our firm. |
|                    |       |  |
|                    |       |  |
|                    |       |  |
|                    |       |  |

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☒ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

| Owner/Partner Name | Other Entity Name | Ownership (%) |
|--------------------|-------------------|---------------|
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |

### RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

| Public Entity Name | Contact Person | Telephone No. | Email Address | Date Awarded |
|--------------------|----------------|---------------|---------------|--------------|
|                    |                |               |               |              |
|                    |                |               |               |              |
|                    |                |               |               |              |
|                    |                |               |               |              |
|                    |                |               |               |              |

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Baker Tilly US, LLP

Authorized Signature: Carol Jacobs

Date: February 2, 2023

Print or Type Name: Carol Jacobs

Title: Managing Director

| BAKER TILLY PARTNERS   |                        | BAKER TILLY PARTNERS   |                   |
|------------------------|------------------------|------------------------|-------------------|
| Name                   | Location               | Name                   | Location          |
| Abbott, Alec           | Irvine, CA             | Bernhardt, Todd C.     | Madison, WI       |
| Aberle, Theresa M.     | Irvine, CA             | Bielick, Nikki E.      | Plano, TX         |
| Abraham, Rose Ann      | Chicago, IL            | Bishop, Paul           | Madison, WI       |
| Acker, Heather S.      | Madison, WI            | Bivens, Jeremy         | Chicago, IL       |
| Agbayani, Holly        | Mountain View, CA      | Black, Tom K.          | Dallas, TX        |
| Alajbegu, Jim          | Manhattan, NY          | Blakely, Ann E.        | Milwaukee, WI     |
| Allen, Amy             | San Francisco, CA      | Blatt, Steven          | Los Angeles, CA   |
| Altahami, Yunis A.     | Southfield, MI         | Blattner, Jeffrey T.   | Madison, WI       |
| Altschul, Daniel I.    | Chicago, IL            | Bock, Brenda           | San Diego, CA     |
| Alvarez, Leo           | Washington, DC         | Boettcher, Mark J.     | Milwaukee, WI     |
| Amspough, Heidi L.     | Indianapolis, IN       | Bogda, Kerri N.        | Lancaster, PA     |
| Anderson, Christine M. | Milwaukee, WI          | Bolles, Carol K.       | Minneapolis, MN   |
| Anderson, Kate L.      | Seattle, WA            | Bounds, Norleen S.     | Mountain View, CA |
| Anderson, Shawn D.     | Uniondale, NY          | Bowes, Deb K.          | Williamsport, PA  |
| Anderson, Tony H.      | Philadelphia, PA       | Bowsher, Brock         | Indianapolis, IN  |
| Andronico, Will        | Tewksbury, MA          | Boyd, Derek J.         | Washington, DC    |
| Angat, Cecilia         | San Francisco, CA      | Boyd, Gary W.          | Plano, TX         |
| Annand, Chris          | Tewksbury, MA          | Brandt, Kevin          | Washington, DC    |
| Antonelli, John        | Tewksbury, MA          | Bratel, Cynthia M.     | Milwaukee, WI     |
| Aponte, Stephen E.     | Manhattan, NY          | Bressette, William R.  | Washington, DC    |
| Arsenault, Jeff        | Tewksbury, MA          | Brody, Matthew         | Manhattan, NY     |
| Avery, Bryan T.        | Seattle, WA            | Bullock, Adam          | Irvine, CA        |
| Bach, Ethan D.         | Chicago, IL            | Burrows, Clive E.      | Dubai, UAE        |
| Baker, Matt            | Philadelphia, PA       | Busch, Rob             | Tewksbury, MA     |
| Bakko, Mark T.         | Minneapolis, MN        | Busse, Damon           | Madison, WI       |
| Baldessari, Doug L.    | Indianapolis, IN       | Buttke, Daniel E.      | Appleton, WI      |
| Balli, Rene E.         | Plano, TX              | Caladie, Andrea L.     | Wilkes-Barre, PA  |
| Balus, Joe F.          | Madison, WI            | Caldwell, Alicia M.    | Iselin, NJ        |
| Barnard, Scott A.      | Washington, DC         | Campbell, Duncan G.    | Plano, TX         |
| Barnes, Jason C.       | Lehigh Valley, PA      | Capitano, David        | Lancaster, PA     |
| Barrus, Randy K.       | Washington, DC         | Carpenter, Todd A.     | Madison, WI       |
| Barthell, Ronald B.    | Minneapolis, MN        | Carruth, Ryan          | Sydney, AU        |
| Basile, John           | Manhattan, NY          | Casaus, Martin         | Los Angeles, CA   |
| Bass, Doron            | Encino, CA             | Catapano, Lori         | Uniondale, NY     |
| Baumbach, Kelly L.     | Madison, WI            | Cavaliere, Nicholus E. | Oak Brook, IL     |
| Becht, Paul            | Uniondale, NY          | Chapman, Jeremy        | Philadelphia, PA  |
| Belcher, Jason         | North Lincolnshire, UK | Chapman, William A.    | Chicago, IL       |
| Bell, Andy             | North Lincolnshire, UK | Chaves, Andrew         | Tewksbury, MA     |
| Bennett, Thomas        | Irvine, CA             | Chin, Karisa           | San Francisco, CA |
| Bergman, Elizabeth F.  | Saint Paul, MN         | Cidila, Jennifer       | New Castle, PA    |
| Bernards, Donald N.    | Madison, WI            | Cilik, Ivan            | Pittsburgh, PA    |

| BAKER TILLY PARTNERS     |                   | BAKER TILLY PARTNERS     |                   |
|--------------------------|-------------------|--------------------------|-------------------|
| Name                     | Location          | Name                     | Location          |
| Clayton, Jeff K.         | Washington, DC    | Droege, Charles R.       | Chicago, IL       |
| Cohen, Helaine           | Encino, CA        | Drouin, Travis M.        | Tewksbury, MA     |
| Collins, Brian P.        | Philadelphia, PA  | Duffy-Wylam, Kimberly    | Clarks Summit, PA |
| Colton, Brian C.         | Indianapolis, IN  | Dunn, Paul               | Plano, TX         |
| Compton, John W.         | Williamsport, PA  | Duratti, Bill            | Tewksbury, MA     |
| Cook, Charlie R.         | Carbondale, CO    | DuVarney, Dave M.        | Madison, WI       |
| Cooper, Brian            | Columbus OH       | East, Ollie J.           | Milwaukee, WI     |
| Coscia, Ana P.           | Plano, TX         | Eckerle, Matthew         | Indianapolis, IN  |
| Coughlan, Thomas         | San Francisco, CA | Edwards, Laura S.        | Plano, TX         |
| Coyle, Jason K.          | Oak Brook, IL     | Ehlert, Wayne E.         | Madison, WI       |
| Crawford, Kyle J.        | Plano, TX         | Ehr, Daniel P.           | Appleton, WI      |
| Crick, Justin M.         | London, UK        | Elliott-Boger, Brigid A. | Madison, WI       |
| Crowley, Kate E.         | Madison, WI       | Elrod, Shane S.          | Plano, TX         |
| Cuddy, Shannan           | Tewksbury, MA     | Engelstad, Ryan L.       | Minneapolis, MN   |
| Cullen, Mike S.          | Washington, DC    | Estes, Amy               | Plano, TX         |
| Dahlhauser, Christine M. | Madison, WI       | Evans, Jason             | Washington, DC    |
| Dalwadi, Monica          | Washington, DC    | Everson, Zak N.          | Plano, TX         |
| Daubert, Ali L.          | Plano, TX         | Famiglietti, Greg        | Tewksbury, MA     |
| Dauwalter, John C.       | Minneapolis, MN   | Fenske, Christine M.     | Manhattan, NY     |
| Davis, Jeffrey S.        | San Diego, CA     | Ferrari, Mike            | Irvine, CA        |
| Deeba, Michael           | Charlotte, NC     | Ferro, Jeff L.           | Philadelphia, PA  |
| Deihr, Ashley E.         | Washington, DC    | Ferry, Bruce             | San Francisco, CA |
| DeLuca, Todd C.          | Uniondale, NY     | Finegold, Paul E.        | Southfield, MI    |
| Demere, Justin M.        | San Diego, CA     | Finger, Jennifer A.      | Chicago, IL       |
| DeNoyer, Brad W.         | Madison, WI       | Fitzpatrick, Michael F.  | Madison, WI       |
| Derenne, Chad R.         | Appleton, WI      | Fleming, Ken J.          | Washington, DC    |
| DeYoung, Jeffrey R.      | Minneapolis, MN   | Fleming, Russell B.      | Minneapolis, MN   |
| Di Nardo, Emily          | Milwaukee, WI     | Fleury, Tiffany L.       | Chicago, IL       |
| DiFilippo, Rosanna       | Tewksbury, MA     | Flint, Kayla             | Milwaukee, WI     |
| Dijanic, Dennis          | Uniondale, NY     | Flory, Jeff              | Irvine, CA        |
| Dilling, Andrew N.       | Appleton, WI      | Francesse, Brian         | Manhattan, NY     |
| Din, Josh                | San Francisco, CA | Frankenfield, Scott L.   | Lehigh Valley, PA |
| Dobson, Jodi L.          | Madison, WI       | Frantz, Paul J.          | Milwaukee, WI     |
| Donlon, Nicki R.         | Minneapolis, MN   | Fraser, Wes A.           | Wilmington, DE    |
| Donnelly, Joe            | Manhattan, NY     | Frey, Michael S.         | Lancaster, PA     |
| Donohue, Michele         | Iselin, NJ        | Fujita, Rod K.           | Seattle, WA       |
| Dorner, Jeff A.          | Chicago, IL       | Full, Arthur J.          | Lancaster, PA     |
| Doshi, Jigna B.          | Encino, CA        | Ganshert, Joshua D.      | Madison, WI       |
| Doyle, Brian L.          | Uniondale, NY     | Garcia, Patricia         | Houston, TX       |
| Doyle, Michelle          | Charlotte, NC     | Garczynski, Michael      | Pittsburgh, PA    |
| Drake, Ed                | Houston, TX       | Gardinier, Lynn M.       | Janesville, WI    |

| BAKER TILLY PARTNERS  |                    | BAKER TILLY PARTNERS    |                    |
|-----------------------|--------------------|-------------------------|--------------------|
| Name                  | Location           | Name                    | Location           |
| Gayler, Mike L.       | Plano, TX          | Hamilton-Piercy, Gregg  | Boston, MA         |
| Gendreau, Jeffrey J.  | Minneapolis, MN    | Harding, Kevin J.       | London, UK         |
| Gensler, Stephanie L. | Appleton, WI       | Hardy, Greg L.          | Pittsburgh, PA     |
| George, Jeff          | Denver, CO         | Harjes, Thomas W.       | Minneapolis, MN    |
| George, Shante        | Manhattan, NY      | Harlan, Brandon         | New Castle, PA     |
| Geracie, Alyssa R.    | Milwaukee, WI      | Harrop, Seth            | Chicago, IL        |
| Gette, Dave           | Minneapolis, MN    | Hawley, Danielle M.     | Wilkes-Barre, PA   |
| Gibson, Garrick       | Austin, TX         | Hayes, Lauren E.        | Plano, TX          |
| Gilbert, Matt J.      | Washington, DC     | Heavens, Patrick M.     | Philadelphia, PA   |
| Gillen, Daniel J.     | Washington, DC     | Hedden, Dan A.          | Indianapolis, IN   |
| Gilson, Kirk T.       | Chicago, IL        | Hellenbrand, Vicki V.   | Madison, WI        |
| Ginn, Kimberly L.     | Washington, DC     | Hempel, Chris J.        | Plano, TX          |
| Glazier, Matt         | Tewksbury, MA      | Heroux, Mark S.         | Chicago, IL        |
| Glorieux, Nicolas D.  | Pittsburgh, PA     | Herzinger, Mark F.      | Manhattan, NY      |
| Goddard, Thomas R.    | San Diego, CA      | Heyde, John A.          | Plano, TX          |
| Godsoe, Kristen       | Tewksbury, MA      | Heyman, Howard          | Philadelphia, PA   |
| Goehring, Adam        | Minneapolis, MN    | Highlander, Kevin       | Charleston, WV     |
| Goff, Jake B.         | Dallas, TX         | Hinz, Nicholas A.       | Madison, WI        |
| Gogin, Carla A.       | Madison, WI        | Hobby, Ben J.           | London, UK         |
| Goh, Allen            | Irvine, CA         | Holyoak, Robyn          | San Diego, CA      |
| Goldfarb, Scott       | Woodland Hills, CA | Horvath, Laurie         | Southfield, MI     |
| Goodman, Nick C.      | Washington, DC     | House, Robert T.        | Plano, TX          |
| Gosh, Garrett L.      | Milwaukee, WI      | Howard, Scott B.        | Woodland Hills, CA |
| Gough, Katherine      | Irvine, CA         | Howell, Kristyn B.      | Wilkes-Barre, PA   |
| Gourlay, Brian R.     | Woodland Hills, CA | Hugendubler, Kenneth N. | Lancaster, PA      |
| Graat, Brenda M.      | Milwaukee, WI      | Huisman, Tina M.        | Madison, WI        |
| Gradl, Steve M.       | Los Angeles, CA    | Hunt, James             | New Castle, PA     |
| Graff, Jim M.         | Uniondale, NY      | Huseth, Wade R.         | Madison, WI        |
| Gray, Belvia B.       | Indianapolis, IN   | Hutcheson, Keith K.     | Columbus OH        |
| Green, Michael K.     | San Diego, CA      | Hutler, Bruce R.        | Madison, WI        |
| Greenland, Andrew     | Santiago, CL       | Inda, Chase A.          | Madison, WI        |
| Gregory, David A.     | Manhattan, NY      | Inda, Tyler             | Madison, WI        |
| Greilich, Paul E.     | Plano, TX          | Iverson, Jordan E.      | Minneapolis, MN    |
| Grey, Bonnie          | Los Angeles, CA    | Jacobs, Suzanne         | Woodland Hills, CA |
| Grey, Drew            | Woodland Hills, CA | Jafari, Robena S.       | San Francisco, CA  |
| Grinde, Adam L.       | Chicago, IL        | Jakimzak, Michael       | San Francisco, CA  |
| Groves, Matt L.       | Plano, TX          | Jamiolkowski, David B.  | Chicago, IL        |
| Grush, Gary A.        | Irvine, CA         | Jansen, Andrea L.       | Madison, WI        |
| Guillen, Rick         | Irvine, CA         | Jeffrey, Chris E.       | Chicago, IL        |
| Halligan, Ian         | Washington, DC     | Jeffries, Matt R.       | Plano, TX          |
| Hamdy, Ahmed          | Irvine, CA         | Jensen, Jenny           | Minneapolis, MN    |



| BAKER TILLY PARTNERS   |                    | BAKER TILLY PARTNERS     |                    |
|------------------------|--------------------|--------------------------|--------------------|
| Name                   | Location           | Name                     | Location           |
| Jin, Kimberly          | Los Angeles, CA    | Laubenstein, Joel M.     | Austin, TX         |
| Johnson, Chris         | Plano, TX          | Lauria, Peter J.         | Washington, DC     |
| Johnson, David A.      | Madison, WI        | Lawson, Jaime K.         | Washington, DC     |
| Johnson, Matthew D. D. | Minneapolis, MN    | Lawson, James S.         | Pittsburgh, PA     |
| Jones, Darren          | Manhattan, NY      | Lawson, Stephen E.       | Washington, DC     |
| Jorge, Jeff            | Southfield, MI     | Lay, Ryan J.             | Milwaukee, WI      |
| Jowers, Randi L.       | Wilmington, DE     | Laycock, Phil P.         | Uniondale, NY      |
| Kahrs, Hank            | Orange County, CA  | Lazaroff, Tina M.        | Woodland Hills, CA |
| Kaleko, Tom L.         | Kansas City, MO    | LeBrun, Megan K.         | Washington, DC     |
| Kalil, Matthew         | Tewksbury, MA      | Lee, Jacqueline J.       | Minneapolis, MN    |
| Kamienski, Mike        | Chicago, IL        | Leiden, Noah F.          | Washington, DC     |
| Karabaich, Don P.      | Uniondale, NY      | Lenart, Brian R.         | Pittsburgh, PA     |
| Kasianovitz, Ken M.    | San Diego, CA      | Leung, Anthony           | Silicon Valley, CA |
| Kassalen, Brian        | New Castle, PA     | Lindell, John R.         | Minneapolis, MN    |
| Kato, Shawn            | Irvine, CA         | Loiacono, Joseph         | Uniondale, NY      |
| Keenan, Zachary A.     | Lehigh Valley, PA  | Long, Rob J.             | Madison, WI        |
| Kegler, Eric           | Madison, WI        | Loomis, Howard K.        | Silicon Valley, CA |
| Kehoe, Michael S.      | Philadelphia, PA   | Lopez, Ted               | Bridgeport, WV     |
| Kessler, Mike          | New Castle, PA     | Lozano, Ben V.           | Plano, TX          |
| Kiecker, Mark T.       | Minneapolis, MN    | Lurie, Alan              | Orange County, CA  |
| Killeen, Patrick J.    | Southfield, MI     | MacPhee, Angela          | Denver, CO         |
| Kim, Phillip S.        | Irvine, CA         | Mader, Michael M.        | Appleton, WI       |
| Kinmartin, Paul D.     | Philadelphia, PA   | Mahan, Jerry W.          | Tewksbury, MA      |
| Kiuchi, Joe            | Irvine, CA         | Mahon, Ed J.             | Plano, TX          |
| Klein, Amanda E.       | Milwaukee, WI      | Maier, Brent W.          | Chicago, IL        |
| Klik, Ed               | New Castle, PA     | Mailandt, Cary H.        | Plano, TX          |
| Kothapalli, Amar K.    | Milwaukee, WI      | Mair, Kyle B.            | Janesville, WI     |
| Krause, John D.        | Appleton, WI       | Malatt, Michael E.       | Oak Brook, IL      |
| Krogh, Christopher     | Encino, CA         | Malinoski, Michael C.    | Lancaster, PA      |
| Kroll, Eric J.         | Madison, WI        | Maniscalco, Ryan M.      | Milwaukee, WI      |
| Krull, Jeff M.         | Philadelphia, PA   | Marks, Jonathan          | Philadelphia, PA   |
| Kublack, Thomas        | Pittsburgh, PA     | Martin, Jill A.          | Philadelphia, PA   |
| Kupka, Michelle        | Tewksbury, MA      | Martin, Rebekah L.       | Minneapolis, MN    |
| Kutz, Jacob L.         | Lancaster, PA      | Massanova, Donna M.      | Philadelphia, PA   |
| Labita, Ellen          | Uniondale, NY      | Massanova, Fred L.       | Philadelphia, PA   |
| Laccetti, Mark E.      | Philadelphia, PA   | Mastropietro, Jessica S. | Washington, DC     |
| Laguercia, Giancarlo   | Woodland Hills, CA | Materazo, Alan P.        | Uniondale, NY      |
| Landsman, Stephen      | Encino, CA         | Maulfair, Paul W.        | Lancaster, PA      |
| Lapin, Karri L.        | Seattle, WA        | McCaffrey, Joseph M.     | Washington, DC     |
| Larmett, Adrienne N.   | Philadelphia, PA   | McCann, James J.         | Washington, DC     |
| Larsen, Karen C.       | Coudersport, PA    | McCrillis, Scott E.      | Plano, TX          |

| BAKER TILLY PARTNERS     |                   | BAKER TILLY PARTNERS  |                   |
|--------------------------|-------------------|-----------------------|-------------------|
| Name                     | Location          | Name                  | Location          |
| McDermott, Stacie        | Tewksbury, MA     | Oates, Kristi D.      | Irvine, CA        |
| McElwain, Peter T.       | Washington, DC    | O'Brien, Chad M.      | Milwaukee, WI     |
| McEvilly, Kelly S.       | Southfield, MI    | O'Connell, Kevin      | San Francisco, CA |
| McGowan, Bill P.         | Wilkes-Barre, PA  | O'Connor, Daniel T.   | Madison, WI       |
| McKee, Michael D.        | Minneapolis, MN   | Oddy, Simon           | Manhattan, NY     |
| McKiernan, Frank         | Manhattan, NY     | Ohlgren, Thomas       | Los Angeles, CA   |
| McNelis, Matthew M.      | Wilkes-Barre, PA  | Ollmann, Anthony D.   | Madison, WI       |
| McPhee, Ashley           | Sydney, AU        | O'Neill, Joe C.       | Philadelphia, PA  |
| McVetty, Mike            | Uniondale, NY     | Onwuneme, KC C.       | Plano, TX         |
| Meadows, Jon             | Houston, TX       | O'Rourke, Kyle D.     | Chicago, IL       |
| Mease, Bradley J.        | Chicago, IL       | O'Rourke, Matthew     | Manhattan, NY     |
| Meinen, Joshua M.        | Madison, WI       | O'Sullivan, Scott S.  | Uniondale, NY     |
| Meiners, Theresa         | Madison, WI       | Page, Jason C.        | Milwaukee, WI     |
| Merryfield, Deanna R.    | Milwaukee, WI     | Pankop, Krista K.     | Milwaukee, WI     |
| Michalson, Brett P.      | Houston, TX       | Patti, Michael J.     | Chicago, IL       |
| Middleton, Wesley        | Houston, TX       | Pearce, Peter J.      | Southfield, MI    |
| Milani, Mike L.          | Chicago, IL       | Perzov, David H.      | Chicago, IL       |
| Miller, Scott A.         | Indianapolis, IN  | Peterson, Melissa     | Tewksbury, MA     |
| Milner, Steve P.         | Irvine, CA        | Petrell, Jeff         | Pittsburgh, PA    |
| Miranda, Ernest          | Irvine, CA        | Pharo, Ashley M.      | Madison, WI       |
| Mirpuri, Shashi          | Encino, CA        | Pierce, Daniel C.     | Washington, DC    |
| Missildine, Alexandra M. | Plano, TX         | Piessens, Michael     | Tewksbury, MA     |
| Mohr, Lawrence H.        | Minneapolis, MN   | Plaster, Gary         | Milwaukee, WI     |
| Morris, Matthew          | Plano, TX         | Pleskonko, Heather M. | State College, PA |
| Munson, Ross E.          | Minneapolis, MN   | Polson, Rachel D.     | Minneapolis, MN   |
| Munuhe, James T.         | Washington, DC    | Prentiss, Matthew R.  | Houston, TX       |
| Murphy, Chase T.         | Plano, TX         | Preston, Terri E.     | Austin, TX        |
| Musacchio, Jeanette A.   | Plano, TX         | Prude, Royce L.       | Plano, TX         |
| Nardi, Frank C.          | Chicago, IL       | Queary, Susan B.      | Seattle, WA       |
| Natale, Guy              | New Castle, PA    | Quigley, Ben P.       | Tewksbury, MA     |
| Nealon, John P.          | Wilkes-Barre, PA  | Quinn, Bridget        | Iselin, NJ        |
| Nelson, Jesse R.         | Lansing, MI       | Rahman, Nuruz Z.      | Uniondale, NY     |
| Nelson, Kelly R.         | Seattle, WA       | Raines, Stan          | Houston, TX       |
| Nguyen, Tracey           | Philadelphia, PA  | Raley, James          | New Castle, PA    |
| Nice, Chris              | Charleston, WV    | Ramchandani, Rajeev   | San Francisco, CA |
| Nichols, Brian R.        | Plano, TX         | Rapoport, Larisa      | San Francisco, CA |
| Nicklin, Bradley P.      | Washington, DC    | Rawlin, Catherine M.  | London, UK        |
| Nicklos, Rob M.          | San Francisco, CA | Reda, Greg G.         | Irvine, CA        |
| Nitka, Matt J.           | Milwaukee, WI     | Regan, Bernard W.     | London, UK        |
| Noce, Peter              | Uniondale, NY     | Reiter, Jeremy L.     | Plano, TX         |
| Nowoswiat, James W.      | Philadelphia, PA  | Repko, Steven A.      | Iselin, NJ        |

| BAKER TILLY PARTNERS    |                  | BAKER TILLY PARTNERS   |                    |
|-------------------------|------------------|------------------------|--------------------|
| Name                    | Location         | Name                   | Location           |
| Reynolds, John J.       | Wilkes-Barre, PA | Sheahan, Thomas J.     | Madison, WI        |
| Richardson, Andy        | Irvine, CA       | Sherman, Eric          | Charlotte, NC      |
| Richardson, Douglas     | Manhattan, NY    | Shin, Brian J.         | Encino, CA         |
| Riley, Andre'           | Indianapolis, IN | Shult, Kimberly M.     | Eau Claire, WI     |
| Rinaldi, Rocco          | Chicago, IL      | Shuper, Erika C.       | Silicon Valley, CA |
| Robbins, Matt L.        | Philadelphia, PA | Shusko, Joe            | Chicago, IL        |
| Rodgers, Matthew W.     | Washington, DC   | Siebenaller, Kurt      | Southfield, MI     |
| Rogers, Deen C.         | Indianapolis, IN | Signor, Mike S.        | Lancaster, PA      |
| Romano, John M.         | Philadelphia, PA | Simms, Alyssa A.       | Plano, TX          |
| Rosenfield, Neil        | Encino, CA       | Simpson, Brian         | Plano, TX          |
| Ross, Mark J.           | Wilkes-Barre, PA | Skodczinski, Christian | Frankfurt, DE      |
| Rotherham, James        | San Diego, CA    | Smith, Jeffrey B.      | Washington, DC     |
| Rowe, Jeff P.           | Minneapolis, MN  | Smith, Julia K.        | Washington, DC     |
| Royster, Derek          | Charlotte, NC    | Smith, Patrick         | Charleston, WV     |
| Rozek, Brian P.         | Milwaukee, WI    | Smith, Troy S.         | Woodland Hills, CA |
| Runte, John T.          | Milwaukee, WI    | Smolinski, James A.    | Madison, WI        |
| Ryers, Bethany L.       | Madison, WI      | Sneed III, Jerry R.    | Manhattan, NY      |
| Salgado, Ken            | Irvine, CA       | Soeffje, Karen A.      | Plano, TX          |
| Salty, Sam A.           | Irvine, CA       | Sofra, Greg A.         | Appleton, WI       |
| Sansone, Paige E.       | Indianapolis, IN | Soltis, Jennifer D.    | Plano, TX          |
| Santossio, Erin         | Tewksbury, MA    | Spengler, Jeff         | Pittsburgh, PA     |
| Sassa, Joseph C.        | Philadelphia, PA | Spering, Matthew R.    | Chicago, IL        |
| Saulino, Scott          | Uniondale, NY    | Spinek, Matt D.        | Plano, TX          |
| Savell, Craig A.        | Uniondale, NY    | Stahl, Briggs          | Tampa, FL          |
| Scaffidi, Donna R.      | Milwaukee, WI    | Stanbury, James H.     | London, UK         |
| Scallon, Mark           | Washington, DC   | Stensrud, Steven E.    | Minneapolis, MN    |
| Schalk, Kevin D.        | Milwaukee, WI    | Stokes, Todd A.        | Washington, DC     |
| Schiferl, Wayne T.      | Minneapolis, MN  | Stolarzyk, Lynette     | San Francisco, CA  |
| Schlachter, Steven U.   | Uniondale, NY    | Stone, Scott           | New Castle, PA     |
| Schmidt, Christopher P. | Appleton, WI     | Stonesifer, Kevin M.   | Washington, DC     |
| Schmoyer, Phil C.       | Philadelphia, PA | Stuardi, Pietro        | Manhattan, NY      |
| Schmuck, John F.        | Uniondale, NY    | Suter, Franci L.       | Plano, TX          |
| Schumaker, Justin       | Charleston, WV   | Szczepanek, Nicole     | Chicago, IL        |
| Schuster, Randi A.      | Manhattan, NY    | Tagle, Tom N.          | Washington, DC     |
| Schwalm, Jennifer       | Lancaster, PA    | Tait, Christopher J.   | Milwaukee, WI      |
| Schwartz, Renee J.      | Minneapolis, MN  | Teicher, Susan         | Manhattan, NY      |
| Seabury, Susan          | Charlotte, NC    | Thomas, Mallory M.     | Minneapolis, MN    |
| Semler, Jason G.        | Indianapolis, IN | Thomas, Tanya M.       | Plano, TX          |
| Shafer, Michael         | San Diego, CA    | Thompson, Missy L.     | Plano, TX          |
| Shah, Atit M.           | Plano, TX        | Tompkins, Jay          | Spring, TX         |
| Shawver, Jere G.        | Washington, DC   | Torre, Gabriel A.      | Irvine, CA         |

| BAKER TILLY PARTNERS       |                 | BAKER TILLY PARTNERS |                   |
|----------------------------|-----------------|----------------------|-------------------|
| Name                       | Location        | Name                 | Location          |
| Tredinnick, Matt L.        | Minneapolis, MN | Weiss, Gregg H.      | Washington, DC    |
| Tremaine, Corey C.         | Milwaukee, WI   | Wendt, Cory          | Madison, WI       |
| Tritsis, Chris             | Chicago, IL     | West, Ken W.         | Houston, TX       |
| Troutman, Keith L.         | San Diego, CA   | Wevodau, Colleen D.  | Washington, DC    |
| Trunnell, Christine T.     | Washington, DC  | White, Nate          | Morgantown, WV    |
| Tuffin, Keith D.           | London, UK      | Whitman, Alan D.     | Southfield, MI    |
| Turner, Justin J.          | Plano, TX       | Wicks, Jean E.       | Minneapolis, MN   |
| Unger, Wendi M.            | Milwaukee, WI   | Wiggins, Jacqueline  | Southfield, MI    |
| Unidentified, Vanilla US   | Madison, WI     | Wilhelm, Ben J.      | Washington, DC    |
| Unke, Thomas E.            | Madison, WI     | Willey, Marianna J.  | Seattle, WA       |
| VanStraten, Christopher R. | Appleton, WI    | Williams, Jack       | Charlotte, NC     |
| Vertin, Matthew            | Chicago, IL     | Wisehart, Frank      | San Francisco, CA |
| Voncina, Tim               | Oak Brook, IL   | Witt, Marlin M.      | Charleston, WV    |
| Voss, Nathanael J.         | Madison, WI     | Wong, William A.     | Milwaukee, WI     |
| Vrabel, Jeffrey J.         | Lancaster, PA   | Wood, Lawrence       | San Francisco, CA |
| Vuono, Andy J.             | Uniondale, NY   | Worthman, Aaron W.   | Madison, WI       |
| Wagner, Brent R.           | Madison, WI     | Wu, Sylvia H.        | San Diego, CA     |
| Wagner, Marcus H.          | Houston, TX     | Yacker, Brian        | Irvine, CA        |
| Walenchok, Tom W.          | Pittsburgh, PA  | Yamakawa, Lisa M.    | Irvine, CA        |
| Walker, Frank J.           | Washington, DC  | Young, Brian S.      | Charleston, WV    |
| Walker, Thomas F.          | Chicago, IL     | Yu, David H.         | Los Angeles, CA   |
| Walsh, Cassandra B.        | Washington, DC  | Yu, Patrick          | Manhattan, NY     |
| Walsh, Colin J.            | Madison, WI     | Zapata, James        | Houston, TX       |
| Walsh, Eric J.             | Minneapolis, MN | Zeigler, Jonathan L. | Philadelphia, PA  |
| Warden, Liisa R.           | Washington, DC  | Zelenay, Gregory     | Los Angeles, CA   |
| Wautlet, Peter J.          | Janesville, WI  | Zippel, Arnold       | San Francisco, CA |
| Weaver, Claire S.          | Lancaster, PA   | Zlupko, Brandon M.   | State College, PA |
| Weaver, Craig              | Los Angeles, CA | Zydel, Kim           | San Francisco, CA |
| Weber, Heather L.          | Iselin, NJ      |                      |                   |

#### FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

\_\_\_\_\_ Addendum 1

\_\_\_\_\_ Addendum 6

\_\_\_\_\_ Addendum 2

\_\_\_\_\_ Addendum 7

\_\_\_\_\_ Addendum 3

\_\_\_\_\_ Addendum 8

\_\_\_\_\_ Addendum 4

\_\_\_\_\_ Addendum 9

\_\_\_\_\_ Addendum 5

\_\_\_\_\_ Addendum 10

Firm: Baker Tilly US, LLP

Authorized Signature:  Date: February 2, 2023

Print or Type Name: Carol Jacobs Title: Managing Director

## FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Baker Tilly US, LLP  
NAME OF PROPOSING OR BIDDING ENTITY

By: Carol Jacobs, Managing Director  
INDIVIDUAL'S NAME AND TITLE

39-0859910  
FEIN OF PROPOSING OR BIDDING ENTITY

Date: February 2, 2023

### Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

CJ  
Respondent Initials

### Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

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

**(INDICATE WHICH STATEMENT APPLIES.)**

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

CJ\_\_\_\_\_  
Respondent Initials

#### **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

CJ\_\_\_\_\_  
Respondent Initials

#### **Business Entity Affidavit**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such



employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

CJ\_\_\_\_\_  
Respondent Initials

#### Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

CJ\_\_\_\_\_  
Respondent Initials

#### Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its

subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

CJ\_\_\_\_\_

Respondent Initials

### **Acknowledgment, Warranty, and Acceptance**

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 90 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

CJ\_\_\_\_\_

Respondent Initials

### Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

| Name | Address | Ownership (%) |
|------|---------|---------------|
| N/A  |         |               |
|      |         |               |
|      |         |               |
|      |         |               |

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

| Name | Address |
|------|---------|
| N/A  |         |
|      |         |
|      |         |
|      |         |

CJ\_\_\_\_\_

Respondent Initials

### Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town 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 each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

CJ\_\_\_\_\_  
Respondent Initials

### Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

CJ\_\_\_\_\_  
Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Carol Jacobs

Signed on 2023/01/27 11:02:25 -8:00

Print Name: Carol Jacobs

Title: Managing Director

Firm: Baker Tilly US, LLP

ACKNOWLEDGMENT

~~State of Florida~~ State of Wisconsin  
County of Dane

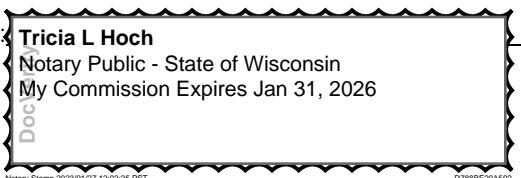
The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or ☒ online notarization, this 27th day of January, 20 23, by Carol Jacobs (name of person) as Managing Director (type of authority) for Baker Tilly US, LLP (name of party on behalf of whom instrument is executed).

Tricia L Hoch

Signed on 2023/01/27 11:02:25 -8:00

Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or  
☐ Produced identification (Type of Identification)  
☐ Did take an oath; or  
☐ Did not take an oath



Notary Stamp 2023/01/27 12:02:25 PST

D798BE20A582

Notarial act performed by audio-visual communication



FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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 any federal 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions.
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.
4. 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 Section 1352, Title 31, U.S. Code (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.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Baker Tilly US, LLP

Authorized Signature: Carol Jacobs Date: February 2, 2023

Print or Type Name: Carol Jacobs Title: Managing Director

## FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO   X  

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO   X  

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3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO   X  

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If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: Baker Tilly US, LLP

Authorized Signature: Carol Jacobs Date: February 2, 2023

Print or Type Name: Carol Jacobs Title: Managing Director

## FORM 8 KEY STAFF & PROPOSED SUBCONTRACTORS

### KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:  
☐ No   ☐ Yes

| Name             | Title           | Years of Experience | Years with Firm | Licenses/Certifications |
|------------------|-----------------|---------------------|-----------------|-------------------------|
| Jacquelyn McCray | Director        | 25                  | 25              | AICP, PhD               |
| Dale Sugerman    | Special Advisor | 40                  | 2               | PhD                     |
|                  |                 |                     |                 |                         |
|                  |                 |                     |                 |                         |
|                  |                 |                     |                 |                         |
|                  |                 |                     |                 |                         |
|                  |                 |                     |                 |                         |

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

We guarantee the same team members will serve the City throughout the engagement (subject to team members being promoted or leaving our firm). In some instances, they may alternate roles; however, all team members will have a strong knowledge of your operations.

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Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

| Key Staff Name   | Area of Responsibility | Client   | Commitment (Hours/week) | Period of Engagement |
|------------------|------------------------|--|-------------------------|----------------------|
| Jacquelyn McCray | project manager        | Hayward Area Recreation District, CA; Wilton Manors, FL: Novato, CA Building | 20 hours cumulative     | Various              |
|                  |                        | Department Review; Des Moines, IA  |                         |                      |
| Dale Sugerman    | special advisor        | Sarasota County, Clearwater and Palm Bay, FL                                 | 5 hours cumulative      | Various              |
|                  |                        |  |                         |                      |

### PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

| Subcontractor Name & Address | Scope of Work | License Number |
|------------------------------|---------------|----------------|
| None                         |               |                |
|                              |               |                |
|                              |               |                |

Firm: Baker Tilly US, LLP

Authorized Signature: Carol Jacobs

Date: February 2, 2023

Print or Type Name: Carol Jacobs

Title: Managing Director

## FORM 9 REFERENCES

### REFERENCE #1

Public Entity Name: City of West Palm Beach, Florida

Reference Contact Person/Title/Department: Ms. Faye Johnson, City Administrator

Contact Number & Email (561) 822-1400, fjohnson@wpb.org

Public Entity Size/Number of Residents/Square Mileage: 117, 415 residents and 58.2 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) City Council strategic priorities facilitation

Our firm designed and facilitated a process to assist the Mayor and City Commission in updating the 2019 to 2023 strategic plan. Individual interviews were held with each Commissioner and the city administrator to identify strengths and opportunities, along with a review of the current West Palm Beach vision, mission, and core values. We worked closely with the city administrator to develop an agenda and supporting briefing materials for the session and reviewed materials prepared by city staff on the status and progress of current goals. At the conclusion of the workshop with City Commissioners, the administrator, and senior staff we prepared a summary of the workshop outcomes and reviewed them with the city administrator and then prepared the updated strategic plan. We previously assisted the City of West Palm Beach with strategic planning and priority setting in 2016, 2017 and 2018.

Is the Contract still Active? Yes \_\_\_\_\_ No x

## REFERENCE #2

Public Entity Name: City of Wilton Manors, Florida

Reference Contact Person/Title/Department: Ms. Pamela Landi, Assistant City Manager

Contact Number & Email (954) 390-2103, plandi@wiltonmanors.com

Public Entity Size/Number of Residents/Square Mileage: 11,363 residents, 2 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) Strategic planning

We assisted the City of Wilton Manors with the development of a five-year strategic plan. The process included interviews with the Mayor, Commission members, the city's leadership team, and residents. We also developed an employee survey and community survey to gather additional feedback. We then facilitated a work session with the Commission to develop vision and mission statements and a set of organizational values and identified goals and strategic priorities. After Council adopted the strategic plan elements, we worked with staff to develop an implementation action plan for the strategic priorities.

Is the Contract still Active? Yes \_\_\_\_\_ No X

### REFERENCE #3

Public Entity Name: City of Roswell, Georgia

Reference Contact Person/Title/Department: Mr. Michael Fisher, Deputy City Administrator

Contact Number & Email (770) 594-6243, mfisher@roswellgov.com

Public Entity Size/Number of Residents/Square Mileage: \_\_\_\_\_

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) Strategic planning

Our firm was retained by the City of Roswell to plan and facilitate the City's first strategic plan. We conducted interviews with Council and executive team members, assisted with an environmental scan, used data from a previous community engagement project to highlight key interests among various segments of the community, and planned and facilitated several workshops. We then developed a draft strategic plan that we reviewed in a facilitated session with Council members. After hearing their input we revised the strategic plan and finalized it. Once the strategic plan was finalized, we helped staff understand the elements of the Implementation Action Plan, as well as key performance indicators.

Is the Contract still Active? Yes \_\_\_\_\_ No x

FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

Carol Jacobs Print Name: Carol Jacobs

Title: Managing Director Firm: Baker Tilly US, LLP

ACKNOWLEDGMENT

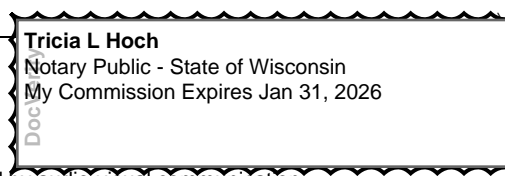
~~State of Florida~~ State of Wisconsin  
County of Dane

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or ☒ online notarization, this 27th day of January, 20 23, by Carol Jacobs  
(name of person) as Managing Director (type of authority) for Baker Tilly US, LLP  
(name of party on behalf of whom instrument is executed).

Tricia L Hoch  
Signed on 2/23/2023 11:02:25 -8:00

Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or  
☐ Produced identification (Type of Identification: \_\_\_\_\_)  
☐ Did take an oath; or  
☐ Did not take an oath



Notarial act performed \_\_\_\_\_



**THE E-VERIFY**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I**  
**PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Baker Tilly Virchow Krause, LLP (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II**  
**RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.



22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - A. Scanning and uploading the document, or
  - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### **D. COMMUNICATIONS**

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### **E. SOFTWARE DEVELOPER RESTRICTIONS**

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

#### F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

### ARTICLE VI

#### MODIFICATION AND TERMINATION

##### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

##### B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

### ARTICLE VII

#### PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Baker Tilly Virchow Krause, LLP (Employer) hereby designates and appoints John Padinjarathala (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:375667

Client Company ID Number:1231840

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

|   |                              |
|---|------------------------------|
| Employer  |                              |
| Baker Tilly Virchow Krause, LLP   |                              |
| Name (Please Type or Print)   | Title                        |
| Renee Smith   | Senior Manager               |
| Signature   | Date                         |
|    | October 16, 2017             |
| E-Verify Employer Agent   |                              |
| TalentWise, Inc.  |                              |
| Name (Please Type or Print)   | Title                        |
| Roxanna Martinez  |                              |
| Signature   | Date                         |
| Electronically Signed   | September 20, 2017           |
| Department of Homeland Security – Verification Division                             |                              |
| Name  | Title                        |
| Christina Swenson   | Management & Program Analyst |
| Signature   | Date                         |
|  | October 16, 2017             |

Company ID Number:375667

Client Company ID Number:1231840

| Information Required for the E-Verify Program       |  |
|---|--|
| Information relating to your Company:               |  |
| Company Name  | Baker Tilly Virchow Krause, LLP                        |
| Company Facility Address                            | 205 North Michigan Avenue<br>Chicago, IL 60601         |
| Company Alternate Address                           | Ten Terrace Court<br>Madison, WI 53707                 |
| County or Parish                                    | Cook   |
| Employer Identification Number                      | 39-0859910   |
| North American Industry Classification Systems Code | Professional, Scientific, And Technical Services (541) |
| Parent Company                                      |  |
| Number of Employees                                 | 2,500 to 4,999   |
| Number of Sites Verified for                        | 32   |

Company ID Number:375667

Client Company ID Number:1231840

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

|              |    |
|--------------|----|
| Wisconsin    | 5  |
| Illinois     | 2  |
| Pennsylvania | 12 |
| New York     | 2  |
| Oklahoma     | 1  |
| Michigan     | 1  |
| Maryland     | 1  |
| Virginia     | 1  |
| Georgia      | 1  |
| Minnesota    | 1  |
| Connecticut  | 1  |
| Texas        | 1  |
| Delaware     | 1  |
| New Jersey   | 2  |

Company ID Number:375667

Client Company ID Number:1231840

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

|               |                            |
|---------------|----------------------------|
| Name          | Renee Smith                |
| Phone Number  | (612) 876-4676             |
| Fax Number    |                            |
| Email Address | renee.smith@bakertilly.com |

|               |                                   |
|---------------|-----------------------------------|
| Name          | Megan Matusek-Lamp                |
| Phone Number  | (608) 240-2335                    |
| Fax Number    |                                   |
| Email Address | megan.matusek-lamp@bakertilly.com |

## FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☒ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Baker Tilly US, LLP

Authorized Signature: *Carol Jacobs* Date: February 2, 2023

Print or Type Name: Carol Jacobs Title: Managing Director



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|   |   |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Baker Tilly US, LLP</b>   |   |
| 2 Business name/disregarded entity name, if different from above  |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input checked="" type="checkbox"/> Other (see instructions) ► <b>Limited Liability Partnership</b> | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>PO Box 7398</b>   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Madison, WI 53707-7398</b>  |   |
| 7 List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |     |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number         |   |   |   |   |   |   |   |     |
|                                |   |   | - |   |   |   | - |     |
| or                             |   |   |   |   |   |   |   |     |
| Employer identification number |   |   |   |   |   |   |   |     |
| 3                              | 9 | - | 0 | 8 | 5 | 9 | 9 | 1 0 |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |   |                   |
|-----------|---|-------------------|
| Sign Here | Signature of U.S. person ► <i>Sean Matthews</i> | Date ► 01/03/2022 |
|-----------|---|-------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# FORM 12 PROOF OF REQUIRED INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>One Liberty Plaza<br>165 Broadway, Suite 3201<br>New York NY 10006 USA |        | <b>CONTACT NAME:</b><br>PHONE (A/C No., Ext.): (312) 381-1000 FAX (A/C No.): (312) 381-7007<br>E-MAIL ADDRESS:   |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
|--|--------|--|--|-------------------------------|--------|--|-------|---|-------|--------------------------------------|-------|---|-------|--|-------|------------|--|
| <b>INSURED</b><br>Baker Tilly US, LLP<br>P.O. Box 7398<br>4807 Innovate Lane<br>Madison WI 53707-7398 USA  |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Casualty Co. of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER B: Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER D: National Fire Ins. Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: American Casualty Co. of Reading PA | 20427 | INSURER B: Transportation Insurance Co. | 20494 | INSURER C: Valley Forge Insurance Co | 20508 | INSURER D: National Fire Ins. Co. of Hartford | 20478 | INSURER E: The Continental Insurance Company | 35289 | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC # |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER A: American Casualty Co. of Reading PA   | 20427  |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER B: Transportation Insurance Co.  | 20494  |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER C: Valley Forge Insurance Co   | 20508  |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER D: National Fire Ins. Co. of Hartford  | 20478  |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER E: The Continental Insurance Company   | 35289  |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |
| INSURER F:   |        |  |  |                               |        |  |       |   |       |                                      |       |   |       |  |       |            |  |

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER: 570097279799** **REVISION NUMBER:**  
 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. **Limits shown are as requested**

| INSURER | TYPE OF INSURANCE   | ADDL INSD | SUBR | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---------|---|-----------|------|--------------------------------------|-------------------------|-------------------------|--|
| B       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |      | 6016751638<br>General Liability      | 01/01/2023              | 01/01/2024              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| C       | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |      | BUA 6016751641<br>Auto               | 01/01/2023              | 01/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
| E       | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |           |      | CUE6016723001<br>Umbrella            | 01/01/2023              | 01/01/2024              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000   |
| A       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N       |      | WC6016751624                         | 01/01/2023              | 01/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER  |
| A       | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | N         | N/A  | WC6023746823                         | 01/01/2023              | 01/01/2024              | E.L. EACH ACCIDENT \$1,000,000   |
| B       | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |      | WC6043413436<br>workers Compensation | 01/01/2023              | 01/01/2024              | E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000  |

Certificate No : 570097279799

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional insured applies as respects the General Liability and Automobile Liability when required by written contract subject to the terms and conditions of the respective policies. Primary and Non-Contributory applies on General Liability and Auto Liability when required by a written contract. A waiver of subrogation applies as respects the General Liability, Auto Liability and Workers Compensation when required by written contract subject to the terms and conditions of the respective policies.

|                           |  |   |  |
|---------------------------|--|---|--|
| <b>CERTIFICATE HOLDER</b> |  | <b>CANCELLATION</b>   |  |
| Evidence of Insurance     |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Aon Risk Services Northeast, Inc.</i> |  |

FORM 15 PRICE PROPOSAL

Kenneth City can expect the highest quality service for a fair and reasonable fee. Below are our professional fees.

| SERVICES   | PROFESSIONAL FEES |
|--|-------------------|
| Activity 1: Start project  | \$4,940           |
| Activity 2: Gather and analyze information                         | \$9,625           |
| Activity 3: Provide guidance for environmental scan                | \$1,000           |
| Activity 4: Prepare for and facilitate strategic planning workshop | \$11,360          |
| Activity 5: Prepare strategic plan                                 | \$5,590           |
| Activity 6: Support implementation                                 | \$1,475           |
| TOTAL  | \$33,990          |

VALUE FOR FEES PAID

Kenneth City can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

Firm: Baker Tilly US, LLP

Authorized Signature: 

Title: Managing Director

Print or Type Name: Carol Jacobs

Date: February 2, 2023