



**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL AUDITING SERVICES**

**RFP No: 15-0727**

**CITY OF WEST PARK  
1965 SOUTH STATE ROAD 7  
WEST PARK, FL 33023**

**[www.cityofwestpark.org](http://www.cityofwestpark.org)**



## **CITY OF WEST PARK REQUEST FOR PROPOSALS: 15-0727 PROFESSIONAL AUDITING SERVICES**

### **NOTICE TO PROPOSERS**

The City of West Park is requesting sealed proposals from qualified firms for Professional Auditing Services. Sealed proposals will be received until **3:00 pm, Local time, Monday, July 27, 2015** at the City Clerk's Office, City of West Park, City Hall, 1965 South State Road 7, West Park, Florida 33023.

The Scope of Work generally consists of auditing the financial statements of the City.

Proposals received will be publicly announced at or shortly after **3:05 pm on Monday, July 27, 2015** at the City of West Park, City Hall, 1965 South State Road 7, West Park, FL 33023.

Proposal packets, proposed agreement, and Frequently Asked Questions (FAQs) documents may be obtained on or after **Wednesday, July 1, 2015** from the City's website at [www.cityofwestpark.org](http://www.cityofwestpark.org) or from [www.demandstar.com](http://www.demandstar.com).

Deadline for submitting questions regarding this Request for Proposal is at 5:00 p.m. on **Wednesday July 15, 2015**. All questions shall be submitted in writing by letter or fax or email the City Clerk only. The questions should be e-mailed to the City Clerk at [agrant@cityofwestpark.org](mailto:agrant@cityofwestpark.org)

The services will be awarded to the lowest responsible, responsive proposer. If however, the City Administrator deems it to be in the best interest of the City of West Park, the City Administrator reserves the right to reject any and all proposals, to waive any informalities or minor defects in the proposals, and to increase or decrease the scope of services

Where applicable, the City's **Local Preference Policy** (as outlined in the City of West Park's Code of Ordinances Section 2-164 or *Adopted Ordinance 2014-06*), will be considered when evaluating proposals.

The City of West Park is an Equal Opportunity Employer.

CITY OF WEST PARK  
Request for Proposal

**1.0 PURPOSE**

The City of West Park requests sealed proposals from qualified certified public accountants to audit its financial statements for fiscal years ending September 30, 2015, 2016, 2017, 2018 and 2019. These audits are to be performed in accordance with generally accepted auditing standards in addition to the following as revised:

- Section 11.45, Florida Statutes
- Regulations of State Department of Banking and Finance
- Rules of the Auditor General (Chapter 10.550, Local Government Entity Audits)
- Audit and Accounting Guide – Audits of State and Local Governmental Units (“The AICPA Guide”)
- Single Audit Act of 1984
- Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, published by the Comptroller General of the United States (“Yellow Book”)
- Circular No. A-133, Executive Office of the President, Office of Management and Budget, Washington D.C.
- Florida Single Audit Act (Florida Statutes 215.97)
- Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements and Management’s Discussion and Analysis – For State and Local Governments

The City is interested in entering a five year contract with the successful firm and reserves the right to exercise the option to renew annually, for one additional year.

**2.0 BACKGROUND**

The City of West Park covers an area of 2.5 square miles and serves a population of 14,156. The City of West Park's fiscal year begins on October 1 of each year and ends on the following September 30. Broward County's newest municipality, created March 1, 2005, is located in southeast Broward County and consists of the neighborhoods of Miami Gardens, Carver Ranches, Lake Forest and Utopia. The city borders Miami-Dade County on the south, Pembroke Park on the east, Hollywood on the north and Miramar on the west.

The City of West Park provides the following services:

- General Administrative Services
- Municipal Financial Services
- Municipal Legal Services
- Clerk / Public Records Services
- Police Services
- Fire Rescue and Emergency Medical Services
- Park and Recreation Services

- Storm Water Management Services
- Public Works Services
- Intergovernmental Services
- Planning and Zoning Services
- Building and Permitting Services
- Building Code Services
- Senior Programs Services
- Solid Waste and Recycling Services
- Code Compliance Services

### **3.0 SCOPE OF WORK TO BE PERFORMED**

The City of West Park desires the auditor to express an opinion on the fair presentation of its comprehensive annual financial report in conformity with the audit standards as outlined above in Section 1.0 Purpose.

#### **A. AUDITING STANDARDS TO BE FOLLOWED**

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the Government Accounting Standards Board and the Office of the Auditor General, State of Florida.

#### **B. REPORTS TO BE ISSUED**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- a. All required reports for the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards and schedule of state financial assistance and related reports to the financial statements.
- b. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
- c. A report on compliance and internal control over compliance applicable to each major federal program.

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Administrator and the City Commission.

#### **C. SPECIAL CONSIDERATIONS**

- a. The City of West Park will submit its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting system for FY2016 and beyond. It is anticipated that the auditor will be required to provide assistance to the City of West Park to meet the requirements of that program.
- b. The schedule of federal and state financial assistance and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

#### **D. WORKING PAPER RETENTION AND ACCESS**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three years after the completion date of the audit, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make their working papers available, upon request, to the following parties or their designees:

- City of West Park
- U.S. Department of Housing and Urban Development
- Grant Funding Agencies (Federal, State, County, Foundations)
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the City of West Park as part of an audit quality review process
- Auditors of entities of which the City of West Park is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

#### **4.0 RESPONSIBILITIES OF THE CITY**

The Finance Department and responsible management personnel will be available during the audit process to assist the firm by providing information, documentation and explanations. In addition, the following will also be performed:

- A. Preparation of the confirmations and lead schedules.
- B. Assistance in providing paid invoices, cancelled checks and access to other supporting documentation as requested by the firm.
- C. Year-end closing of the books of account and preparation of necessary adjusting journal entries.
- D. Preparation of schedules and related materials as requested.
- E. Reasonable workspace, desks, chairs and online access to the City's information system. City will also provide access to telephone, copying and facsimile machines.
- F. Preparation of the annual local government financial report submitted to the Florida Department of Banking and Finance

## **5.0 PROPOSAL DUE DATE**

Sealed proposals shall include one original (clearly marked) and ten (10) complete bound copies with all appropriate attachments to be received at City Administrator's Office up until 3:00 p.m., Local Standard Time, Monday, July 27, 2015.

Proposals should be addressed as follows for mail or hand delivery:

City Clerk  
City of West Park  
City Hall  
1965 South State Road 7  
West Park, FL 33023

Submitted envelopes should be clearly marked "IMPORTANT BID, ENCLOSED — EXTERNAL AUDIT SERVICES."

## **6.0 SUBMISSION OF PROPOSAL / INSTRUCTION TO PROPSERS**

### **Incurred Expenses:**

The City is not responsible for any expenses which proposers may incur while preparing and submitting this Request for Proposal.

### **Interviews:**

The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, printing, etc).

### **Proposal Acknowledge:**

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**Request for Additional Information:**

The proposer shall furnish such additional information as the City of West Park may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

**Acceptance/Rejection/Modification to Proposals:**

The City Administrator reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

**Proposals Binding:**

All proposals submitted shall be binding for ninety (90) calendar days following opening.

**Proposal Withdrawal:**

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

**Proposal Disclosure:**

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

**7.0 CONDITIONS OF PROPOSALS**

- A.** Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B.** Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C.** Public Opening – Proposals received will be publically announced at or shortly after 3:05 pm on Monday, July 27, 2015 at the City of West Park, City Hall, 1965 South State Road 7 West Park, FL 33023.
- D.** Award Presentation – The City Administrator will present to City Commission for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred twenty (120) calendar days from the date of opening of proposals.

## **8.0 TERMS AND CONDITIONS OF CONTRACT**

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions:

The proposer shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The terms of agreement shall begin with the provision of audit services for the fiscal year ending September 30, 2015, and will be for a five year period through the provision of audit services for the fiscal year, ending in September 30, 2019. The City reserves the right to exercise the option to renew of one additional year.

The content of this RFP and all provisions of the successful proposer deemed pertinent by the City may be incorporated into a contract and become legally binding.

If the auditor fails to properly perform the conditions of the contract, in the sole opinion of the City, the City will communicate to the auditor in writing the problem(s) that exist. The auditor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the City may immediately cancel the contract by advising the firm in writing.

The City shall have the option of terminating the contract by giving the consultant thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the auditor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the auditor of any obligations or liabilities resulting from any acts committed by the auditor prior to the termination of the contract.

## **9.0 TERMINATION OF AGREEMENT**

If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the Administrator, the Administrator shall provide written notice of such violation.

The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract.

Termination and cancellation of any agreement will not relieve the proposer for work rest which was to be completed prior to the termination or cancellation of the agreement.

If the agreement is terminated for cause, proposer will be removed from the City's vendor list.

The City Commission shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the proposer unless otherwise provided in the contract.

## **10.0 REFERENCES**

Please provide a list of all engagements of annual audits of municipalities (local government) within the state of Florida for last five years, ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, location of the firm's office from which the engagement was performed, and include the following:

Name of Municipality:  
Address:  
Contact:  
Telephone, Facsimile Number & e-mail address:  
Year of Contract Initiated / Terminated:  
Principal Contract Person:

It is the responsibility of the proposer to ascertain that the contact person will be responsive. See attached form 3 for sample.

## **11.0 PROCEDURE FOR REVIEW**

An Audit Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the audit approach, technical qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

It is expected that the City may interview the proposers, but the City reserves the right to forego interviews of proposers.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

The City will negotiate the contract price and fees with the firm ranked highest in accordance with Florida Statute 218.391. The schedules of Professional Fees and Expenses are required for

submittal with the proposal. Cost/fee information will be used in the scoring and ranking of the proposal by the evaluation committee.

### **11.1 ESTIMATED SCHEDULE**

The City anticipates that the Request for Proposals activities will take place at the dates and times listed in this section. However, these dates are subject to change at the discretion of the City:

- A. Request for Proposal Legal Advertisement: Thursday July 2, 2015
- B. Last date for submittal of written questions prior to proposal due date: Wednesday July 15, 2015
- C. Proposal Due Date: Friday, July 27, 2015
- D. Tentative Audit Committee Meeting Dates:
  - o Friday, August 7, 2015
  - o Friday, August 14, 2015
- E. City Commission will consider recommended proposers during a commission meeting in September 2015.
- F. Estimated Commencement of Services: Effective upon award and execution of Agreement

### **11.2 CONE OF SILENCE**

Pursuant to applicable section of the Broward County Code, there shall be no communication related to this Request for Proposal between proposers, including any lobbyist or any other persons on behalf of proposers and any member of the Commission, or any member of the Audit Committee or City Administrator or City Staff.

### **12.0 EVALUATION OF PROPOSALS**

Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below.

#### **12.1 Mandatory Requirements will be use in determining whether a proposer is responsive to the RFP but will not be used as an evaluation criterion:**

- A. The proposer is independent of the City of West Park. The proposal shall include an affirmative statement indicating the Prosper is independent of the City of West Park as defined by generally accepted auditing standards and the U.S. General Accounting Office's Governing Audit Statement.
- B. The firm has no conflict of interest with regard to any other work performed by the firm for the City
- C. The firm adheres to the instructions in the RFP on preparing and submitting the proposal

- D. The firm submits a copy of its last external quality control review report
- E. The proposer and all key staff are registered / licensed to practice in the State of Florida
- F. The Proposer provides the address of the field office in Broward, Miami-Dade or Palm Beach Counties which will be the local site for audit staff.
- G. The proposer submits assurance of audit completion.

## **12. 2 Technical Qualifications**

- A. Description of the firm: The proposer shall state whether the firm is national, regional or local. Describe the overall firm including size of the firm, the size of the firm's governmental audit staff, range of activities, the length of time the firm has been in business, and the location of the offices from which the work on this engagement is to be performed.
- B. Quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- C. Firm's ability to plan the engagement, efficiently utilize computer automation, comply with all federal and state reporting requirements, ability to comply with time restraints
- D. The proposer shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years.
- E. The proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff during the past three (3) years with state regulatory bodies or professional organizations.
- F. The proposer shall provide a summary of any litigation filed against the proposer in the past five years which is related to the services the proposer provides in the regular course of business.
- G. The proposer shall provide a financial statement, annual report or other similar evidence of proposer's financial stability. Information on current or prior bankruptcy proceedings must be included. The proposer shall include a copy of the most recent audited financial statements. In the event the proposer does not have audited financial statements, the proposer must substitute non-audited financial statements and complete federal tax returns for the last two (2) years; or submit other documentation that demonstrates proposer financial ability to perform the services described herein financial statement provided shall include, at a minimum, a balance sheet, an income statement, and a statement of cash flows. Social security numbers shall be redacted from the statements / federal tax returns.
- H. Proposers that meet the requirements of the Local Preference Policy (as outlined in the City's Code of Ordinances Section 2-164) adopted ordinance 2014-06, shall submit all required documents specified in the policy. Extra points (0-10 points) may be awarded to qualified proposers.

## **12.3 Partner, Supervisory and Staff Qualifications and Experience:**

1. Identify and provide resumes for staff to be assigned to the audit, including information on continuing professional education. The information should be provided for the principal supervisory and management staff, including engagement partner, manager, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Florida. The resumes must include documentation that the individuals assigned to the audit meet the professional education requirements necessary to perform governmental audits, including adequate continuing professional education within the preceding two (2) years. Provide information on the government auditing experience of each person.
2. Describe the experience in conducting similar government audits for each of the individuals to be assigned to the engagement. Also describe the firm's management support personnel available for technical assistance.
3. Describe the organization of the proposed audit team. This may include detailing the level of involvement, field of expertise and estimated hours for each member of the team. The AUDITOR's primary contact person shall be so designated.

#### **12.4 Similar Engagements:**

List and rank the five (5) most significant government engagements in the last five (5) years that are similar to the engagement described in this RFP, excluding any engagement with the City of West Park, if applicable. Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact. The CITY reserves the right to contact the above-mentioned references and any other clients.

#### **12.5 Describe Specific Audit Approach:**

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

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

1. Proposed schedule of the engagement.
2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Sampling techniques.
4. Extent of use of electronic data processing software.
5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken to gain and document an understanding of the City of West Park's internal control structure.
7. Approach to be taken in determining laws and regulations that will be subject to audit test work.
8. Approach to be taken in determining audit samples for purposes of test compliance.
9. Describe any municipal staff support anticipated for the audit.

#### **12.6 Fees and Expenses:**

Firm's fees and expenses during the audit engagement.

#### **12.7 Government Finance Officers Association ("GFOA") Certificates of Achievement for Excellence in Financial Reporting**

Indicate the percentage of municipal CAFRs performed during the last five (5) years which have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

#### **13.0 ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Clerk, in writing on or before Wednesday, July 15, 2015 and fax to: 954-989-2684 or e-mail: [agrant@cityofwestpark.org](mailto:agrant@cityofwestpark.org).

#### **14.0 INFORMATION REQUIRED OF PROPOSER**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

**A. Proposal Format – Proposal shall be in the following order:**

- Title Page
- Table of Contents
- Letter of Transmittal
- Proposal Certificate
- Detailed Proposal
- General Information
- Specific Information
- Technical Information
- Auditors Statement of Organization
- Personnel Resume Detail
- References
- Non-Collusion Affidavit
- Drug-Free Workplace
- Certificate of Accuracy of Proposal
- Other Applicable Forms

**B. Title Page:**

- Name of Proposer’s company/corporation, address, telephone number, e-mail address, name of person which will handle City’s account, date, and the subject–  
EXTERNAL AUDIT SERVICES”

**C. Letter of Transmittal:**

- Limit to one or two pages. Briefly state the Proposer’s positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.

**D. General Information:**

- State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).
- Give the date business was organized and/or incorporated and place of incorporation.
- Submit a copy of the report on its most recent external quality control review, with a statement whether the review included specific government engagements. The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the proposal shall include the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- Give the location of the office which will handle the City’s account and the number of professional staff personnel at the office.

- State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity. An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.
- Firm shall provide an affirmative statement that it is independent of the City of West Park and all component units as defined by those same standards as defined by the U.S. General Accounting Office's Government Auditing Standards.

**E. Specific Information:**

- Identify the principal supervisory and management staff, including engagement partners, Administrators, other supervisors and specialists, who would be assigned to the City. Indicate whether each person is registered or licensed to practice as a certified public accountant in Florida. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years.
- Engagement partners, Administrators, other supervisory staff and specialists mentioned in response to this RFP can only be changed with the express prior written permission of the City of West Park, which retains the right to approve or reject replacements or cancel the contract.
- Other audit personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.
- Include a brief statement on the firm's policy on rotating staff assignment on succeeding audits.

**F. Technical Information – Audit Approach:**

- The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 3.0 Scope of Work of this RFP. In developing the work plan, reference should be made to such sources of information as City of West Park' budget and related materials, organizational charts, manuals and programs (if applicable) and financial and other management information systems.

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

- Proposed segmentation of the engagement
- Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement
- Description of how firm will determine a sample size and the extent to which statistical sampling might be used in the engagement
- Type and extent of analytical procedures that might be used in the engagement
- Approach to be taken to gain and document an understanding of the internal control structure
- Approach to be taken in drawing audit samples for purposes of test of compliance
- Approach to identify any potential audit problems and approach to resolving these

problems

Include sample formats for required reports.

**G. Insurance Requirements**

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

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - \$2,000,000 per occurrence
- Professional Liability Insurance – 1) \$5,000,000 per occurrence, \$5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of West Park as additional insured.

**15.0 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

**16.0 FLORIDA PUBLIC RECORDS ACT**

All material submitted regarding this RFP becomes the property of the City. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**FORM 1**  
**AUDITOR'S STATEMENT OF ORGANIZATION**

1. Full Name of AUDITOR:

\_\_\_\_\_

Principal Business Address, Phone and Fax Numbers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of AUDITOR (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of AUDITOR. Provide proof of the ability of the individuals so named to legally bind the AUDITOR.

Name

Address

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month

Day

Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership):

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**FORM 1**  
**AUDITOR'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

If other than a corporation or partnership, describe organization and name of principals.

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5. Indicate the number of years AUDITOR has experience in Broward, Miami-Dade or Palm Beach counties in providing Audit Services of similar scope as those services stated in the Agreement.

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6. Outline specific areas of responsibility for each AUDITOR listed in Question 6.

(A) \_\_\_\_\_

(B) \_\_\_\_\_

(C) \_\_\_\_\_

(D) \_\_\_\_\_

7. County or Municipal Business Tax Receipt No.:

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**FORM 1**  
**AUDITOR'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

9. Have you ever failed to complete any work awarded to you?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, note when, where and why.

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10. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

11. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

12. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

13. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

**FORM 1**  
**AUDITOR'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

15. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

17. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

18. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

**FORM 1**  
**AUDITOR'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

19. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

## **FORM 2 PERSONNEL**

For all principals of the AUDITOR and key personnel providing services sought in the RFP Documents, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of the AUDITOR.

---

- A. Name & Title
  
- B. Years Experience with:
  - This AUDITOR:
  
  - With Other Similar AUDITORS:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of three)
  
- E. Other Relevant Experience and Qualifications
  
- F. Attach applicable licenses for each individual performing services pursuant to this Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 3  
REFERENCES**

The AUDITOR shall provide references for providing Audit Services in Broward, Miami-Dade or Palm Beach counties of similar scope as those services stated in the Agreement.

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated/Terminated: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated/Terminated: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

Year Contract Initiated/Terminated: \_\_\_\_\_

**FORM 4**  
**NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the AUDITOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said AUDITOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other AUDITOR, firm or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other AUDITOR, firm, or person to fix the price or prices in the attached RFP, or of any other AUDITOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other AUDITOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of West Park, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the AUDITOR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



## **FORM 5**

### **DRUG-FREE WORKPLACE**

The undersigned AUDITOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of AUDITOR)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



**FORM 6**  
**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

I am \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;

I hereby certify to the best of my knowledge that neither I nor any of the those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this Affidavit shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of this Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

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**FORM 7**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP documents. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**FORM 9  
CERTIFICATE OF INSURANCE**

**ATTACH CERTIFICATE OF INSURANCE**

**FORM 10**  
**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the City of West Park adequate time to evaluate the proposals.

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 proposal 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.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of West Park or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor 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 consultant 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. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the cover letter from the City Administrator and fully understand that it is incorporated as a part of this RFP by reference. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

\_\_\_\_\_  
Name of Business

BY:

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_)\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

(\_\_\_\_)\_\_\_\_\_  
Telephone Number Email Address

**FORM 11**  
**AFFIDAVIT FOR CORPORATION**

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State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, is \_\_\_\_\_ (title)  
of the \_\_\_\_\_ (corporation described herein)  
being duly sworn, deposes and says that he/she is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of West Park considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work, future contracts or contracts being performed by the Contractor for the City of West Park.

\_\_\_\_\_  
(Officer must also sign here)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_  
(name of affiant). He/she is personally known to me or has produced \_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

**FORM 12**  
**AFFIDAVIT FOR INDIVIDUAL**

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State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of West Park considers such action on the part of the applicant to constitute good cause for denial for bidding on City projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the City of West Park, Florida.

\_\_\_\_\_  
(Applicant)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_  
(name of affiant). He/she is personally known to me or has produced \_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

**FORM 13**  
**AFFIDAVIT FOR PARTNERSHIP**

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State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ is a member of the firm of \_\_\_\_\_, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of West Park considers such action on the part of the applicant to constitute good cause for denial for bidding on City projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the City of West Park, Florida.

\_\_\_\_\_  
(Member of Firm)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_  
(name of affiant). He/she is personally known to me or has produced \_\_\_\_\_  
(type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

## **APPENDIX**

## **APPENDIX “A”**

### **Description of the Government**

#### **A. Purpose**

As recommended in the GFOA Handbook, this Appendix contains a brief description of the government and its accounting systems and financial reporting structures. The auditor's principal contact with the City of West Park will be Alexandra Grant, City Clerk, or a designated representative, who will coordinate the assistance to be provided by the City of West Park to the auditor.

#### **B. Background Information**

The City of West Park covers an area of 2.5 square miles and serves a population of 13,721. The City of West Park's fiscal year begins on October 1 of each year and ends on the following September 30. Broward County's newest municipality, created March 1, 2005, is located in southeast Broward County and consists of the neighborhoods of Miami Gardens, Carver Ranches, Lake Forest and Utopia. The city borders Miami-Dade County on the south, Pembroke Park on the east, Hollywood on the north and Miramar on the west.

The City of West Park provides the following services:

- General Administrative Services
- Municipal Financial Services
- Municipal Legal Services
- Clerk / Public Records Services
- Police Services
- Fire Rescue and Emergency Medical Services
- Park and Recreation Services
- Storm Water Management Services
- Public Works Services
- Intergovernmental Services
- Planning and Zoning Services
- Building and Permitting Services
- Building Code Services
- Senior Programs Services
- Solid Waste and Recycling Services
- Code Compliance Services

The FY15 General Fund Budget is approximately \$13.3 million.

The FY15 Stormwater Budget is approximately \$300,000.

The FY15 Twin Lakes Water Control District Budget is \$20,000.

More detailed information on the government and its finances can be found in The Budget Documents and the Comprehensive Annual Financial Reports. These reports are available on the City’s website at:

<http://www.cityofwestpark.net/Departments/Finance>

The City has fewer than 50 employees, including temporary summer employees.

The City is a Commission-Administrator form of government, with a separately elected Mayor and 4 commission members. Each elected official is elected at-large. The Commission is divided into 4 seats with staggered terms.

The City has established an audit committee to assist the Commission in the selection of an auditor.

For assistance in obtaining documentation, Alexandra Grant, City Clerk should be contacted at [agrant@cityofwestpark.org](mailto:agrant@cityofwestpark.org) or 954-989-2688 ext 206.

**C. Fund Structure**

The City of West Park uses the following fund types in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	1	1
Special Revenue Funds	2	2

**D. Budgetary Basis of Accounting**

The City of West Park prepares its budgets on a basis consistent with generally accepted accounting principles.

**E. Pension Plans**

The City of West Park does not sponsor any pension plans. All employees are participants in the Florida Retirement System (FRS) Plan and the ICMA-RC Retirement Plan, funded by both employer (defined contribution plan) and employee contributions (deferred compensation plan).

**F. Blended Component Units**

The City of West Park is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria,

the blended component units are included in the City of West Park's financial statements. The management of the City of West Park identified the following blended component units for inclusion in the City of West Park's financial statements:

- Twin Lakes Water Control District

Services provided include:

- Stormwater Management Services
- Public Works Services

Description of Blended Component Units:

- Twin Lakes Water Control District
- Stormwater Management Services
- Public Works Services

#### **G. Involvement and Federal and State assistance programs**

The City actively solicits state and federal assistance and for FY2014 met the threshold expenditure amounts to require compliance with federal and state single-audit reporting. The City may meet this threshold again for FY2015 and future years.

#### **H. Internal Control Weaknesses**

The City is not aware of any current unresolved weakness in its internal controls. A self-reported reporting weakness discovered in 2014 that resulted from programming was corrected.

#### **I. Scope of Electronic Data processing Operations**

The City utilizes Microsoft Dynamics™ GP for its financial management and accounting needs. The software is served on Windows™-based servers owned and maintained by the City. The City also utilizes the typical Microsoft Office™ products in its day-to-day operations. The software is accessed locally through security on its internal networks and remotely through security provided through Microsoft's Terminal Services software and Remote Desktop Connection software.

**APPENDIX “B”**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDIT OF THE (YEAR) FINANCIAL STATEMENTS**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners				
Administrators				
Supervisory Staff				
Staff				
Other (specify)				
Subtotal				

Total for services  
Described in Section  
Of the RFP  
(Detail on subsequent pages)

Out-of pocket expenses:

Meals & lodging (if applicable):

Transportation (if applicable):

Other (specify):

Total all-inclusive maximum price for 2015 audit \_\_\_\_\_

Total all-inclusive maximum price for 2016 audit \_\_\_\_\_

Total all-inclusive maximum price for 2017 audit \_\_\_\_\_

Total all-inclusive maximum price for 2018 audit \_\_\_\_\_

Total all-inclusive maximum price for 2019 audit \_\_\_\_\_

**APPENDIX “C”**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDIT OF THE (YEAR) FINANCIAL STATEMENTS:**

**COMBINING SCHEDULE – ALL SERVICES**

**DESCRIBED IN RFP SECTION 3.0 C**

Nature of Service to be Provided  
Schedule

Total Price

**Each Service Described in RFP Section 3.0 Special Considerations Should be supported by an Individual Schedule in the Format Provided on Page 2 of this Appendix.**

**APPENDIX “D”**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDIT OF THE (YEAR) FINANCIAL STATEMENTS:**

**SUPPORTING SCHEDULE FOR (NAME OF SERVICE)**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners				
Administrators				
Supervisory Staff				
Staff				
Other (specify)				
Subtotal				

Total for services  
Described in Section  
Of the RFP  
(Detail on subsequent pages)

Out-of pocket expenses:

Meals & lodging (if applicable):

Transportation (if applicable):

Other (specify):

Total price for (NAME OF SERVICE)

# **PROPOSED AGREEMENT**

## **External Audit Services Agreement**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_ 2015 between the City of West Park (“City”) and \_\_\_\_\_ (hereinafter “Firm” or “\_\_\_\_\_”).

**WHEREAS**, the City seeks to retain the services of Firm as an independent contractor to provide external auditing services; and

**WHEREAS**, The City is charged with the responsibility of controlling the disbursement and collecting public funds; and

**WHEREAS**, the City put forth its Request for Proposals (RFP) #15-0727 (Exhibit “A” this this Agreement) for External Audit Services; and

**WHEREAS**, on \_\_\_\_\_ 2015, the Audit Committee of the City ranked \_\_\_\_\_ the top candidate to provide External Audit Services to the City; and

**WHEREAS**, \_\_\_\_\_ performs auditing services for many governmental entities, including other cities and is capable of providing high level review services for the City at a reasonable cost; and

**WHEREAS**, \_\_\_\_\_ desires to be associated with the City by performing solicited services as requested in RFP #15-0727 and \_\_\_\_\_ response to same.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein City and Firm mutually agree as follows:

1. This Agreement shall be effective as of September 30, 2015 and shall terminate no later than September 30, 2019 (the “Term”).
2. The City retains \_\_\_\_\_ as an independent contractor to perform External Auditing Services (hereinafter “Services”).
3. Firm shall perform required services in an amount not to exceed the Costs of Services set forth in \_\_\_\_\_’s Response to RFP #15-0727 (Exhibit “B” to this Agreement). Said fee shall be the entire compensation for any and all services rendered by \_\_\_\_\_ hereunder, except that \_\_\_\_\_ may be reimbursed for reasonable and minimal expenses incurred if City approves such expenses in writing in advance of their occurrence.
4. Firm agrees to conduct an evaluation of internal controls, including accounting systems and specific control procedures and assess the extent to which the controls can be relied upon to ensure accurate information and compliance with the applicable laws and regulations.
5. Firm agrees to perform the requested services consistent with the objectives set forth in the Exhibit “A”, which is the Request for Proposals (RFP) for External Audit Services and Exhibit “B” which is \_\_\_\_\_’s response and further agrees that the exhibits are incorporated and otherwise considered a part of this Agreement.

6. \_\_\_\_\_ agrees to furnish to the City with written progress reports at such times and with such frequency as the City may reasonably request and as specified in the applicable RFP.
7. \_\_\_\_\_ agrees to use best efforts, attention, knowledge and skill in carrying out Services.
8. \_\_\_\_\_ acknowledges the importance of timely completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
9. The City shall not have any obligation hereunder to provide the \_\_\_\_\_ or its dependents with medical, health, pension or any other employee benefits.
10. \_\_\_\_\_ acknowledges and agrees that it shall be solely and exclusively its obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Firm hereunder and to report and pay all taxes or impositions thereon. \_\_\_\_\_ shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by any other entity or person in connection with the payment or recovery of such sums.
11. The City expressly reserves the right, at any time or for any reason whatsoever, to retain any other firm to perform services that are similar or identical to the Services being performed by \_\_\_\_\_.
12. Firm acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and confidential information concerning the City and such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Firm or of which Firm may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Firm shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Firm further acknowledges that, in the course of performing the Services, it may have access to certain other information that relates, directly or indirectly, to the City or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). This paragraph shall not apply to appropriately secured public records as defined by Chapter 119, Florida Statutes.
13. \_\_\_\_\_ agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or

otherwise, except in performance of the Services at anytime without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.

14. All services provided by \_\_\_\_\_ are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner of and Firm hereby assigns to the City all rights, title and interests in and to any and all work product furnished to the City including, but not limited to, any developments, additions, or enhancements to the City's Proprietary Information provided by Firm while engaged by the City.
15. The City shall not be under any obligation to use Firm's name or give Firm credit of any kind for any of the Services performed or work product prepared or furnished by Firm, nor may Firm use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Firm's services indicate an endorsement by the City of Firm's services, without the prior written consent of the City.
16. It is understood and agreed that Firm's relationship with the City is not to exercise supervision of \_\_\_\_\_ in the performance of the Services nor shall the City require \_\_\_\_\_'s compliance with detailed orders or instructions, it being intended that Firm shall serve as an independent contractor to the City with the time, manner and place of performance of the obligations required by this Agreement, in the sole discretion and judgment as an independent Firm.
17. All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after the completion date of the audit, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make their working papers available, upon request, to the following parties or their designees: City of West Park; U.S. Department of Housing and Urban Development; U.S. General Accounting Office (GAO); parties designated by the federal or state governments or by the City of West Park as part of an audit quality review process; Auditors of entities of which the City of West Park is a sub-recipient of grant funds. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
18. Firm acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Firm has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
19. Firm shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City Administrator. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Administrator's Office prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will

not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced in writing by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Insurance shall be secured by \_\_\_\_\_ as follows:

Workers' Compensation Insurance – as required by law.

Employer's Liability Insurance - \$2,000,000 per occurrence

Professional Liability Insurance – \$5,000,000 per occurrence, \$5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim

Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

20. The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.
21. The firm agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The Firm further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters. \_\_\_\_\_ further agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the Firm's negligent acts, errors, or omissions.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this paragraph, provide for indemnification by the Firm and that specific consideration may be necessary. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Firm. Furthermore, the parties understand and agree that the covenants and representations relating to this

indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

22. This Agreement is personal in nature to \_\_\_\_\_ and the rights and obligations of \_\_\_\_\_ may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Firm by operation of law or otherwise.
23. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
24. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and applicable City policies.
25. If the auditor fails to properly perform the conditions of the contract, in the sole opinion of the City, the City will communicate to the auditor in writing the problem(s) that exist. The auditor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the City may immediately cancel the contract by advising the firm in writing.
26. If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the Administrator, the Administrator shall provide written notice of such violation. The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract. Termination and cancellation of any agreement will not relieve the proposer for work rest which was to be completed prior to the termination or cancellation of the agreement. The City Commission shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due. This agreement may not be terminated by the proposer unless otherwise provided in the contract.
27. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
28. If a court of competent jurisdiction holds the City of West Park liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought as a result of this Contract.
29. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

City of West Park (“City”)

\_\_\_\_\_  
Eric H. Jones, Mayor

\_\_\_\_\_  
Ajibola Balogun, City Administrator

\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney  
As to Legal Form and Sufficiency

\_\_\_\_\_  
 (“Firm”)

\_\_\_\_\_  
Tax ID number

\_\_\_\_\_  
Dated

**APPENDIX "E" DRAFT**

**Auditors Selection Committee  
Proposal Review Evaluation Sheet**

<b>FIRMS</b>	<b>12.1 Y/N</b>	<b>12.2 A</b>	<b>12.2 B</b>	<b>12.2 C</b>	<b>12.2 D</b>	<b>12.2 E</b>	<b>12.2 F</b>	<b>12.2 G</b>	<b>SUB- TOTAL</b>	<b>LPP</b>	<b>Reference Check</b>	<b>Grand Total</b>

Name of Reviewer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_