



**CITY OF WEST PALM BEACH**

Procurement Division, 5<sup>th</sup> Floor  
City Hall – 401 Clematis Street  
West Palm Beach, FL 33401  
Tel: 561-822-2100  
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**Request for Proposal 10-11-123**

**FINANCIAL AUDITING SERVICES**

The City of West Palm Beach is soliciting the services of an independent certified public accounting firm to provide financial auditing services to the City for the audits of the financial statements of the City including the Community Redevelopment Agency and the West Palm Beach Golf Commission for the five fiscal years beginning September 30, 2011, and ending September 30, 2015.

Time is of the essence and any proposal received after **3:00 p.m., Thursday, June 9, 2011**, whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

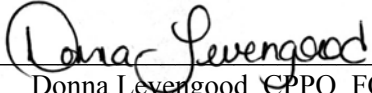
Interested parties may obtain a copy of this proposal by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at <http://www.wpb.org/procurement>.

A Proposer shall submit **one (1) original, five (5) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice.

Proposals must be delivered or mailed to:

Donna Levensgood, Assistant Purchasing Manager  
City of West Palm Beach Procurement Division  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

**Envelop must be identified as RFP # 10/11-123, Financial Auditing Services**

By:   
Donna Levensgood, CPPO, FCCN  
Assistant Purchasing Manager

Published: Palm Beach Post  
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## Table of Contents

Tentative RFP Schedule	3
Instructions for Submittals	4
Preparing Proposal for Submission	4
Proposal Formatting	4
Introduction Letter	5
Independence	5
Firm Qualifications	5
Partner, Supervisory and Staff Qualifications and Experience	6
Similar Engagements with other Governments	6
Specific Audit Approach	7
Small Business Participation	7
Proof of Insurance	7
Identification of Anticipated Potential Audit Problems	8
Fees	8
Additional Information	8
Representations and Disclosures	8
Objective	10
Scope of Work to be performed	10
Auditing Standards to be Followed	11
Reports to be issued	11
Additional Services	12
Working Paper Retention and Access to Working Papers	12
Schedule for Conducting the Audits	12
Date Final Reports are due	12
City Commission/Audit Committee Reporting	13
Background Information	14
Fund Structure	15
Budgetary Basis of Accounting	15
Federal and State Financial Assistance	15
Employee Retirement Plans	16
Component Units and Joint Venture	16
Other Trust Funds	16
Magnitude of Finance Operations	17
Computer Systems	17
Availability of Prior Audit Reports	18
Internal Audit	18
Assistance to be provided to the Auditor and Report Preparation	19
Procurement Process	20
Minimum Requirements	21
Evaluation Factors	22
General Terms and Conditions	25
Special Terms and Conditions	30
Organization Chart	32
Schedule of Expenditures of Federal Awards and State Financial Assistance	33
<b>Attachments</b>	
Attachment A: Registration Form	37
Attachment B: Proposer Information	38
Attachment C: Representations and Disclosure	39
Attachment D: Proposer References	41
Attachment E: Small Business Forms	42
Attachment F: Fee Schedule	45

## **TENTATIVE RFP SCHEDULE**

Listed below are the tentative dates and times of the project and which the actions noted must be completed. If the Procurement Division finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
RFP Issue Date	May 15, 2011
Final Questions/Registration Due	May 27, 2011
Proposals Due	June 9, 2011 at 3:00 p.m.
Initial Proposal Review	Week of June 13, 2011
Vendor Meeting/Interviews	Week of June 20, 2011
Selection of Proposers	Week of June 20, 2011
Contract Negotiation	June 2011

## **INSTRUCTIONS FOR SUBMITTALS**

### **1. Preparing Proposal for Submission:**

Each Proposer is required, before submitting its proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Proposals shall be presented in a clear and concise format, on 8 1/2" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The proposer is asked to limit marketing materials and excess verbiage yet, sufficiently provide their qualifications, cost, and other information pertinent for evaluation.

Only one proposal may be submitted by each Proposer.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.

### **2. Proposal Formatting:**

**A. Registration:** Registration previously submitted on Attachment A, as provided in this RFP.

**B. Proposal:** The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Introduction Letter and Attachment B
2. Independence
3. Firm Qualifications
4. Partner, Supervisory and Staff Qualifications and Experience
5. Similar Engagements with Other Governments and Attachment D
6. Specific Audit Approach
7. Small Business Participation and Attachment E
8. Proof of Insurance
9. Identification of Anticipated Potential Audit Problems
10. Fees and Attachment F
11. Additional Information
12. Representations and Disclosures and Attachment C

**C. Insurance:** Proposer should be prepared to provide certificate(s) of insurance within 7 days of receipt of notice of intent to award.

This checklist is not to be construed as identifying all required submittals for this RFP and the project/study. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

### **Section 1: INTRODUCTION LETTER**

A letter introducing the firm including the corporate name (if applicable), address and telephone number of principal office, number of years in business and number of staff. Indicate the primary person responsible for this project. Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform and complete the project. **The Introduction Letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.**

Proposer shall complete ATTACHMENT B, Proposer Information, and submit with the Proposal. Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is organized and established under the laws of the State of Florida, another state or a foreign country.

### **Section 2: INDEPENDENCE**

The Proposer must provide an affirmative statement that the firm is independent of the City as defined by Government Auditing Standards issued by the Comptroller General of the United States. In addition, the firm shall provide an affirmative statement that it is independent of the component units of the City as defined by the same standards.

The firm shall list and describe the firm's and proposed subcontractors' professional relationships involving the City and any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audits.

### **Section 3: FIRM QUALIFICATIONS**

The proposal shall state the size of the firm, the size of the firm's governmental audit staff, the location of the offices from which the work on this engagement is to be performed, the number of staff and their position and delineation of their responsibilities for all full time and part time staff expected to be assigned to the audit.

The firm must provide an affirmative statement that the firm is properly licensed to practice in Florida.

The firm must provide evidence the firm is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

The firm shall provide a copy of their latest quality assurance [peer] review report including any management letter, along with a statement indicating whether that review included a review of specific governmental agencies. The firm shall also provide information on the results of any Federal or state desk reviews or field reviews of its audits during the past three (3) years.

The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff or subcontractors during the past three (3) years with state regulatory bodies or professional organizations. Firm shall otherwise provide a statement that no disciplinary action has been taken or is pending.

The firm shall describe any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm or any of the professional staff or subcontractors in any manner related to professional activities. Similar information shall be provided for any current or pending litigation. Information shall include the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The firm shall otherwise provide a statement that there is no litigation or proceedings. Failure to return this information with your proposal will result in the rejection of your proposal.

#### **Section 4: PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE**

The proposal shall identify the principle supervisory and management staff of the engagement office, including engagement partners, managers, seniors or other supervisors and specialists, who would be assigned to the engagement and indicate whether such persons are currently located in the office to be assigned this engagement and if such persons are licensed to practice as a Certified Public Accountant in Florida.

Submit information necessary to evidence the proposed engagement partner, manager and senior auditor have experience auditing one or more similar governments where all applicable Governmental Accounting Standards Board Statements have been implemented.

Submit information necessary to evidence the principals of the firm have performed continuous certified public accountant (CPA) services for a minimum of five years.

The proposal shall include information on the governmental, utility, electronic data processing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit. Provide as much information as possible regarding the number, qualification, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff work over the term of the agreement will be assured.

Specific information shall be included demonstrating the proposed audit partner, audit manager and audit senior have had training, education and experience with the implementation of all applicable Governmental Accounting Standards Board Statements.

Provide information sufficient to evidence the assigned professional personnel of the firm have received the required continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States (the “yellow book”).

Letters of Commendations or Recommendation may be included in this section.

#### **Section 5: SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTS**

List and rank the five (5) most significant governmental audit engagements performed by the engagement office, in the last three (3) years that are similar to the engagement described in this RFP. Engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners, total hours, 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.

ATTACHMENT D, Proposer References, may be used to list other references.

## **Section 6: SPECIFIC AUDIT APPROACH**

The proposal must set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in this RFP.

In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information in their audit approach:

1. Proposed segmentation of the engagement.
2. Staffing assignments and levels to be designed to each proposed segment of the engagement including estimated number of hours for each.
3. Extent of evaluation and use of electronic data processing software in the engagement.
4. Approach to be taken to gain and document an understanding of the City's internal control structure.
5. Approach to be taken in determining laws and regulations that will be subject to audit test work.
6. Approach to be taken in determining audit samples for purposes of tests of compliance.
7. Proposer must state the anticipated number of hours that they anticipate spending on an annual basis for this contract. The hour breakdown should indicate the number of hours by job or position classification.

## **Section 7: SMALL BUSINESS PARTICIPATION**

A goal for SB participation under this RFP has been set **in the minimum amount of 15%** of the total contract value.

Firms shall complete and attach to the proposals the required Small Business Program Forms contained in ATTACHMENT E demonstrating commitments to the goal established.

For Small Business participation, describe the specific tasks that the identified Small Business (SB) will complete. Include all required forms included or referenced in this RFP.

If the Small Business Participation goal cannot be met, Proposers must document their efforts to comply and submit a Good Faith Effort Form. Please contact Tiffany Neilly-McCray at 561-822-1277 for the form.

The Small Business Ordinance provides that compliance with the small business goals shall be material criterion for selection.

Proposers are encouraged to reference the Small Business website at [www.wpb.org/sbiz](http://www.wpb.org/sbiz) for a directory of all currently certified small businesses. The Palm Beach County small business directory is found at [www.pbcgov.com/osba](http://www.pbcgov.com/osba).

## **Section 8: PROOF OF INSURANCE**

Firms shall state whether or not they are in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a firm is selected.

## **Section 9: IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS**

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that may be requested from the City.

## **Section 10: FEES**

The Proposer shall complete ATTACHMENT F, Fee Proposal, showing estimated number of hours and the lump sum fee for each of the five years and the hourly rate by staff for any additional work which may be required.

## **Section 11: ADDITIONAL INFORMATION**

This section shall include the following items:

1. Financial statement, annual report, or other similar evidence of Proposers financial stability.
2. Any additional information that the Proposer considers pertinent for consideration.

## **Section 12: REPRESENTATIONS AND DISCLOSURES**

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project or study.

By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit **Attachment C**.

1. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly any interest in the Respondent's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

2. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
3. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.
4. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
5. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any Federal, state or local government agency project and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a solicitation to the

City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

6. No Contingency. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
7. Truth in Negotiation. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
8. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
9. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

## **REQUIRED SERVICES**

### **1. OBJECTIVE**

The objective of this Request for Proposals (RFP) is to secure the services of an independent certified public accounting firm (Auditor) to provide financial auditing services to the City of West Palm Beach (City) including the Community Redevelopment Agency (CRA) and the West Palm Beach Golf Commission (Golf Commission) for the annual audits of the financial statements of the City for five years beginning with the fiscal year ending September 30, 2011, and ending with the fiscal year ending September 30, 2015. The contract contemplated by this RFP will cover the five fiscal years subject to the annual appropriation of funds.

### **2. SCOPE OF WORK TO BE PERFORMED**

The auditor will be required to annually perform an examination of the basic financial statements of the City including the CRA and the Golf Commission, a dependent special district, and to express an opinion on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.

The auditor will be required to perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The auditor will be required to perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.

The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor shall provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The auditor is not required to audit the statistical section of the report; however, the auditor will be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The scope of the audit shall include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.

The scope of the audit will encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Circular No. A-133; other applicable Federal laws; and the Florida Single Audit Act.

The scope of the audit shall include the use of financial condition assessment procedures to assist the auditor in the detection of deteriorating financial conditions as set out in Florida Statute 218.503. The auditor may use the financial condition assessment procedures developed by the Auditor General or appropriate alternative financial condition procedures. Financial condition assessment procedures developed by the Auditor General are available on the Auditor General web site. The financial condition assessment should be done as of the fiscal year end; however, the auditor must give consideration to subsequent events, through the date of the audit report, which could significantly impact the local governmental entity's financial condition.

An oral presentation to the City Commission summarizing the results of the audit will be required. In addition, communications with the City's Audit Committee shall be made as promulgated by auditing standards and the City Code. The auditor will be required to attend monthly Audit Committee meetings and be prepared to respond to questions of the Audit Committee.

The auditor may be requested to perform other services at the discretion of the City. Any such additional work agreed to between the City and the Auditor shall be performed in accordance with the provisions specified in Additional Services in Section 5.

### **3. STAFF ASSIGNED**

Engagement partner and managers must not have worked on an audit of the City during the last five years.

Engagement partner, managers, other supervisory staff and specialists may be changed with the express prior written permission of the City if those personnel leave the firm, are promoted or are assigned to another office. The personnel may also be changed for other reasons. In any case, the City retains the right to approve or reject replacements.

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

To meet the requirements of this RFP, the audit will be performed in accordance with:

- Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA).
- Government Auditing Standards as issued by the Comptroller General of the United States, U.S. Government Accountability Office.
- OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Federal Single Audit Act, as amended.
- Rules of the Auditor General for the State of Florida.
- Florida Single Audit Act.
- Other rules, as applicable.

### **5. REPORTS TO BE ISSUED**

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following with regard to the basic financial statements:

- a. A report on the basic financial statements. This report must include at a minimum:
  - A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
  - An expression of opinion regarding the financial statements taken as a whole or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
  - A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.
- b. A report on compliance and internal control over financial reporting.
- c. A report on compliance and internal control over compliance applicable to each major federal program and state project.

- d. A "management letter" as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550.
- e. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
  - An "in-relation-to" report on the Scheduled of Expenditures of Federal Awards and State Financial Assistance.
  - A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
- f. Irregularities and Illegal Acts - The auditor is 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 following parties: Mayor, Audit Committee, Internal Auditor or the City Commission, as appropriate.

Use of the audited financial statements, opinions or any of the above named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

## **6. ADDITIONAL SERVICES**

If, during the contractual period, additional auditing or financial services are needed, the auditor may be engaged to perform these services. The auditor shall, upon receipt of a written request from the City, perform such additional services. Such services, if offered by the auditor, may include, but not be limited to:

- Assistance in the preparation of/or performance of extended audit procedures
- Assistance in the preparation of/or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements
- Preparation of the Comprehensive Annual Financial Report

All additional work will be documented by a contract amendment to be approved by the City in accordance with the Procurement Code of the City. The auditor will be compensated in accordance with fees established as a result of this RFP. The total amount for additional services shall be separately negotiated at the time of the engagement for actual not-to-exceed amount calculated in accordance with the rates established in accordance with this RFP.

## **7. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS**

For a period of three (3) years after completion of each audit provided herein, unless the firm is notified in writing by the City of the need to extend the retention period, the auditor's working papers shall be retained. City management or their designees shall be entitled, at any time during the contract period, and three years thereafter, to inspect and reproduce such documents as deemed necessary.

In addition, the firm shall respond to the reasonable inquires of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are filled, the auditor will be required to notify the Internal Auditor and the Finance Director of the request.

## **8. SCHEDULE FOR CONDUCTING THE AUDITS**

It is anticipated that each of the following will be completed by the auditor no later than the dates indicated or such alternate dates as agreed upon in writing by the City and the auditor:

- a. **Interim Work** - Interim work is expected to be accomplished prior to September 30.
- b. **Schedules to be Prepared by City** - The auditor shall provide the Finance Director by September 30 a list of all schedules to be prepared by the City. The schedules will be made available to the auditor no later than the last working day in October.
- c. **Fieldwork** - The auditor shall complete all fieldwork including that required by the single audits by December 15.

## **9. DATE FINAL REPORTS ARE DUE**

The auditor shall deliver in final form all required reports by January 31. Responses to management comments and single audit findings shall be prepared by the City and returned to the auditor by February 15.

## **10. CITY COMMISSION / AUDIT COMMITTEE REPORTING**

The auditor will be requested to make a presentation to the City Commission and the Audit Committee at their normally scheduled meetings immediately following receipt of the printed reports (presentation anticipated to be in April). Throughout the engagement, communication with the Audit Committee shall be made as promulgated by auditing standards and the City Code and shall include:

- a. Discussing the management representation letter and reporting any problems;
- b. Discussing the audit plan, specifically audit scope, timing of events, reports to be issued and communications including the engagement letter or contract;
- c. Discussing any issues and matters of concern or problems being encountered;
- d. Presenting the report on the City's financial statements including opinions and other reports issued; and
- e. Presenting the management letter and single audit findings.

## **DESCRIPTION OF THE GOVERNMENT**

### **1. BACKGROUND INFORMATION**

The City of West Palm Beach serves an area of approximately 55 square miles with a population of approximately 100,000. The City's fiscal year begins on October 1 and ends on September 30. The City operates under a Mayor-Commission form of government. An organizational chart is attached.

#### **General Information**

The City had a net taxable valuation for operations of \$10,198,983,298, total assets of over \$1 billion and fund level revenues of approximately \$320 million for the year ended September 30, 2010.

The City's general government is composed of 16 departments. The City's budget for Fiscal Year 2011 is \$160 million (General Fund only) for operations.

The City has a financial reporting staff of six including two CPAs who will be committed to the audit and the timely completion of the Comprehensive Annual Financial Report (CAFR). The City has received the GFOA's Certificate of Achievement for the past thirty-one (31) years.

More detailed information on the government and its finances may be found in budget documents, official statements and annual financial reports. The City's web site at [www.cityofwpb.com](http://www.cityofwpb.com) has the full text of the City's Comprehensive Annual Financial Reports for six fiscal years through September 30, 2010, and the Annual Operating Budget for eleven (11) fiscal years through 2010/2011.

#### **Governmental Services**

The following offices and departments provide direct services to the citizens and their activities are accounted for through the General Fund.

- Mayor
- Housing and Community Development
- Planning and Zoning
- Police
- Fire Rescue
- Construction Services
- Library
- Parks and Recreation
- Public Works

The following offices and departments provide internal support services to the above departments as well as other City departments such as Public Utilities. They are also accounted for in the General Fund.

- City Commission
- City Administrator
- Support Services
- City Attorney
- City Clerk
- Engineering Services
- Human Resources
- Finance
- Internal Audit

## Enterprise Funds

The following enterprise type funds account for services provided to the citizens and are supported in whole or in part by fees:

- Water and Sewer Systems Fund
- Parking Facilities Fund
- Stormwater System Fund
- Golf Commission

## Internal Service Funds

The following internal service type funds are used to account for certain services to the City:

- Management Information Systems Fund
- Printing Fund
- Fleet Management Fun
- Self Insurance Fund
- Employee Life/Health Insurance Fund
- Fleet Replacement Fund
- Technology Replacement Fund

## 2. FUND STRUCTURE

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

<u>Fund Type</u>	<u>Number of Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General Fund	1	1
Special Revenue Funds	18	15
Debt Service Funds	12	12
Capital Project Funds	12	12
Enterprise Funds	4	4
Internal Service Funds	7	7
Pension/Other Trust Funds	<u>6</u>	<u>0</u>
	<u>60</u>	<u>51</u>

## 3. BUDGETARY BASIS OF ACCOUNTING

The City prepares its budget on the modified accrual basis of accounting.

## 4. FEDERAL AND STATE FINANCIAL ASSISTANCE

Attached to this RFP is a copy of the draft Schedule of Expenditures of Federal Awards and State Financial Assistance for the Year Ended September 30, 2010. The City anticipates having expenditures in approximately 38 Federal and state grant programs for the fiscal year ending September 30, 2011.

Active Federal and state grant awards total approximately \$34 million. Federal grant awards (30) total approximately \$29 million and state grant awards (8) total approximately \$5 million. Of the active Federal grant awards, seven (7) are American Recovery and Reinvestment Act grants totaling approximately \$4 million.

**5. EMPLOYEE RETIREMENT PLANS**

The City contributes to four single employer retirement system plans covering substantially all full-time employees - three are defined benefit pension plans and one is a defined contribution retirement plan.

<u>Plan</u>	<u>Defined Benefit</u>	<u>Defined Contribution</u>
Restated Employees Retirement System Fund	X	
Police Pension Fund	X	
Firefighters' Pension Fund	X	
General Employee Defined Contribution		X

**6. COMPONENT UNITS AND JOINT VENTURE**

For financial reporting purposes, the City is in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Organizations meeting these criteria are reported as component units in the City's financial statements.

City management has identified the following organizations as component units or joint ventures

**Blended Component Units**

- Community Redevelopment Agency - Special Revenue Type Fund
- Restated Employees Retirement System - Pension Trust Fund
- Firefighters Pension Plan - Pension Trust Fund
- Police Pension Plan - Pension Trust Fund
- West Palm Beach Golf Commission – Enterprise Fund

The pension trust funds are audited by other auditors.

**Joint Venture**

- The City participates in a joint venture with other governments. The East Central Regional Wastewater Treatment Plant ("ECR") is a joint venture comprised of the following entities: City of West Palm Beach, City of Riviera Beach, City of Lake Worth, Town of Palm Beach and Palm Beach County. The City manages and operates the facility.

The joint venture is audited by other auditors.

**7. OTHER TRUST FUNDS**

The City maintains other trust fund as follows:

- OPEB Trust Fund
- General Employees VEBA Trust Fund
- Management Employees VEBA Trust Fund

## 8. MAGNITUDE OF FINANCE OPERATIONS

The Finance Department is headed by Randy Sherman, Finance Director, and consists of 39 positions. The number of positions assigned to each functional area is as follows:

Administration	4
Accounting/Financial Reporting/Grants Compliance	7
Cash Management	7
Accounts Payable	3
Payroll	2
Budget	3
Procurement	6
Warehouse	2
Risk Management	5

## 9. COMPUTER SYSTEMS

Management Information Services provides information system design and support, computer program development and enhancement, microcomputer support, telecommunications and general data processing services to City departments.

Computer Systems:

- a. Systems that interface (or have the capability to interface) to the General Ledger:
  1. Oracle Financial Applications:
    - a. Accounts Payable
    - b. Accounts Receivable
    - c. Fixed Assets
    - d. Human Resources
    - e. Payroll
    - f. Procurement
    - g. Warehouse Inventory
  2. CIS Peoplesoft Utility Billing System
  3. Sungard/Pentamation Community Plus Systems:
    - a. Alarm Billing
    - b. Building Permits
    - c. Fire Inspections
    - d. Occupational Licenses
    - e. Planning and Zoning
    - f. OneStop eGov Plus (Web Payments)
    - g. TeleWorks IVR Payments
    - h. Oracle Database on all three domains
  4. PCI – RCS Cash Receipting System
  5. Parks & Recreation RecTrac & WebTrac System (this interfaces to Oracle Financials)
- b. Subsystems that stand alone:
  1. Code Enforcement System (Community Plus system without interface capability)
  2. Emergency Management Services Billing System
  3. Fletcher Budget System
  4. Fleet Management System
  5. Geographic Information System (GIS)
  6. Library System
  7. Parking System
  8. PreWin IPP System
    9. CAFR Unlimited
    10. Lotus Notes Office Automation Databases and Workflows
    11. NetAssets Conduits OnLine Liens

- 12. ProjectDox Digital Plan Review
- 13. FileNet Electronic Document Management System
- 14 Oracle Cash Management
- 15. Oracle iProcurement
- 16. Oracle iRecruitment
- 17. Oracle Time Management

Hardware:

- a. Sun Systems Hardware:
    - Sunfire 6800
    - 3 domains
    - 3 D240 media trays
    - 3 cpu/memory boards 4x900mhz, 8gig ram each
    - 3910 storage array - 4x9x36gb 15k drives
    - StorageTek L40 tape library with 3 Seagate LTO 1 drives
  - b. Server name – MIS-SQL3
  - IP Address – 10.20.100.174
  - OS Version – Windows 2003 Enterprise
  - Make and model – Dell
  - General Specs – 2 X P4 3.2GHZ 2.0 GB RAM
  - Primary Role – Microsoft SQL Server
- This server provides the following databases –
- FBS (Fletcher Budget System)
  - WestPalm RCS\_Production - Cash Receipts

**10. AVAILABILITY OF PRIOR AUDIT REPORTS**

Interested Proposers are invited to visit the City's website at [www.cityofwpb.com](http://www.cityofwpb.com). To view the City's Comprehensive Annual Financial Reports (CAFRs), go to Finance Department, Accounting Division. To view the City's Annual Operating Budgets, go to Finance Department, Budget Division. To review additional prior year CAFRs and copies of management letters, contact Lynne Green, Accounting Manager, City Hall, 401 Clematis Street, West Palm Beach Florida, 33401, telephone 561-822-1329.

**11. INTERNAL AUDIT**

The City has maintained an Internal Auditor's Office for the past twenty-one (21) years. The Internal Auditor is employed by the City Commission and reports to the Audit Committee. Imogene Isaacs is Internal Auditor. The Internal Auditor's Office is also staffed with a Deputy Internal Auditor and an Assistant Internal Auditor. Reports issued are available upon request or on the City's website identified above, then go to Internal Auditor's Office.

## **ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

### **1. FINANCE DEPARTMENT AND CLERICAL ASSISTANCE**

Throughout the audit engagement, City staff and responsible management personnel will be made available to assist the firm by performing such tasks as identifying locations of required records and documentation and gathering needed records and supporting information. The preparation of requested schedules and confirmations will be the responsibility of the City.

### **2. ELECTRONIC DATA PROCESSING (EDP) ASSISTANCE**

EDP personnel will be available to provide systems documentation and explanations. In addition, certain EDP personnel may be available to assist the auditor in accessing information from the City's computer systems when requests are made in advance.

### **3. WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES**

The City will provide the auditor with reasonable work space, desks and chairs. The auditors will also be provided with access to telephone lines, internet access, photocopying facilities and facsimile machines.

### **4. REPORT PREPARATION**

Report preparation, editing and printing and/or reproduction shall be the responsibility of the City.

## PROCUREMENT PROCESS

### 1. Registration

Each Proposer is requested to **register** with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration form Attachment A and fax or email to the Procurement Division on or before **5:00 p.m., May 27, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

City of West Palm Beach Procurement Division  
Fax: 561-822-1564

### 2. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Althea Pemsel, Procurement Official at the address or fax number below. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Proposers who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

*All questions regarding this RFP should be submitted in writing and must be received not later than seven (7) business days prior to the closing date for submittal of Proposals, addressed to:*

Althea Pemsel, MA, C.P.M. Procurement Official  
City of West Palm Beach Procurement Division  
401 Clematis Street – 5<sup>th</sup> Floor / Procurement  
West Palm Beach, FL 33401  
E-Mail: [apemsel@wpb.org](mailto:apemsel@wpb.org)  
Fax: (561) 822-1564

Contact regarding this RFP with the Mayor, any City Commissioner, officer or employee, other than the Procurement Official, is grounds for disqualification.

### 3. Submittal

**Time is of the essence and any Proposals received after 3:00 p.m., EST, June 9, 2011, will be returned unopened.** In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

### 4. Evaluation

The City's Audit Committee is the Selection committee and will evaluate the proposals from Proposers who meet the Minimum Requirements. The Committee will convene for a public meeting to rank the most advantageous proposal(s) meeting all the needs of the City and make a recommendation for contract award(s). The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City.

a. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in obtaining an audit, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

b. At its sole option the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. The Selection Committee may address questions to and request clarification from the proposers in attendance. Proposers in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

## 5. Minimum Requirements

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation. Proposers not meeting minimum requirements as determined by the Procurement Official will be disqualified. All decisions of the City are final.

Item	Minimum Requirements
1.	The audit firm is licensed to practice in Florida.
2.	The principals of the firm have performed continuous certified public accountant (CPA) services for a minimum of five (5) years.
3.	The firm must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
4.	The assigned professional personnel of the firms have received the required continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States (the "yellow book").
5.	The firm is independent of the City as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards. The firm shall provide an affirmative statement that it is independent of the City and of all of the component units of the City as defined by those standards. The firm must list and describe the firm's professional relationships, if any, involving the City or any of its component units for the past (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm must notify the City of any professional relationships described above entered into during the period of time an audit contract is in effect.
6.	The firm must submit a copy of its most recent external quality control review report, along with a statement indicating whether that review included a review of specific governmental engagements.
7.	The proposed engagement partner, manager and senior auditor must have experience auditing one or more similar governments where all applicable Governmental Accounting Standards Board Statements have been implemented.

8	The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff or subcontractors during the past three (3) years with state regulatory bodies or professional organizations. Firm shall otherwise provide a statement that no disciplinary action has been taken or is pending.
9.	The firm shall describe any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm in any manner related to professional activities. Similar information shall be provided for any current or pending litigation. Information shall include the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The firm shall otherwise provide a statement that there is no litigation or proceedings. Failure to return this information with your proposal will result in the rejection of your proposal.
10.	Engagement partner and managers must not have worked on an audit of the City during the last five years.
11.	Provide all required representations and disclosures.
12.	The proposal must be signed by an officer authorized to bind the firm.
13.	Received in the Procurement Division on or before the due date and time.

## 6. Evaluation Factors

The City's Audit Committee is the auditor selection committee (Committee). The Committee will evaluate the proposals for financial audit services. The Committee will select in order of preference no fewer than three firms for recommendation to the City Commission. The Committee will use the following criteria in evaluating the proposals:

1.	Skill and experience in performing contracts of a similar nature
2.	Capacity to perform in terms of facilities, personnel and financial viability
3.	Past performance
4.	Fees to perform the services (all five years)
5.	Adherence to the RFP requirements
6.	Approach to the Audit and other content of the proposal
7.	Small business participation

The successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

## 7. Contract

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer.

**Within 7 days of receipt of the City's contract, the selected Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract.** Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

The contractor(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

The City may issue written addenda regarding this RFP to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Proposer to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Proposer.

## **8. Records**

The proposer(s) awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Proposer's responsibility to insure that all required records are provided to the City at the Proposer's expense.

## **9. Protection Of Property**

The successful contractor(s) shall guard against damage or loss to the property of the City or of other contractors or sub-contractors and, shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement, or replacement for loss or damage to property through negligence of the successful contractor(s) or their agents. The contractor(s) shall be responsible to safeguard all of their property such as tools and equipment while on site. The City will not be held responsible for any loss of contractor property due to theft or vandalism.

## **10. Damage To Persons Or Property**

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor(s), and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

## **11. Safety**

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract.

## **12. Protest Procedures**

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

## **13. Representations by Submittal of Proposals**

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

- a.** Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- b.** The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- c.** The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.
- d.** By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- e.** Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months
- f.** Following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.
- g.** Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

## GENERAL TERMS AND CONDITIONS

### 1. Lobbying Prohibited

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

**The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.**

### 2. Ethics Requirements.

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of West Palm Beach Code of Ethics and Procurement Code provide for ethics in procurement. Proposer must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

No Proposer may employ, directly or indirectly, the mayor, any member of the City Commission or any director or department head of the City. The City Code prohibits any employee, or member of their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a proposal. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

### 3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. **A goal for SB participation under this RFP has been set in the minimum amount of 15% of the total contract value.**

### 4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

### 5. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received

by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

**6. Non-discrimination**

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

**7. Rights and Privileges; No Assignment**

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

**8. Procurement Code**

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

**9. City as Gatekeeper of Documents**

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

**10. Right to Contract for similar/additional services.**

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

**11. Ownership of Documents**

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

**12. Proposal**

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

**13. Indemnity**

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal

laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

#### **14. Disclosures and Disclaimers**

This Request for Proposals ("RFP") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a  public record  and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right /to make any final determination of the applicability of the Public Records Law.

## **15. Florida Prompt Payment Act**

### **a. Proper Invoice**

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- b.** A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- c.** The amount due, applicable discount(s), and the terms thereof;
- d.** The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- e.** The Purchase Order or Contract number as supplied by the City; and
- f.** An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

**g. Dispute Resolution**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

## **SPECIAL TERMS AND CONDITIONS**

### **1. CONTRACT AGREEMENT**

The successful proposer will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered will be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times.

### **2. TERM OF CONTRACT**

The contract contemplated by this RFP will cover five fiscal years subject to the annual appropriation of funds. The CITY need not include a funding out clause in the contract to avail itself of such legal right.

### **3. PRIME PROPOSERS RESPONSIBILITIES**

Each proposer is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the proposer will in no way relieve the proposer of any of the obligations and responsibilities which are a part of this RFP.

The successful proposers will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected proposers to be the sole point of contact with regard to contractual matters.

### **4. TERMINATION**

The Agreement may be terminated by the City at any time, with or without cause.

### **5. INSURANCE REQUIREMENTS**

The awarded Proposer(s) shall obtain and maintain in force at all times during the term of the Agreement derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- a. GENERAL LIABILITY INSURANCE: coverage in an amount not less than \$1,000,000.00 per occurrence.
- b. PROFESSIONAL LIABILITY INSURANCE: coverage in an amount not less than \$1,000,000.00 per occurrence.
- c. AUTOMOBILE LIABILITY: coverage with policy limits of not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$1,000,000.00 Combined Single Limit, covering each motor vehicle operated on City property.
- d. WORKERS COMPENSATION INSURANCE: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.00.

Contractor shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful Proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

## **6. AWARD**

Contract award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation.

Formal presentation by the proposers may be made. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. Agreement negotiation will take place with the City staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the City may, at its sole option, withdraw this RFP. All decisions of the City are final.

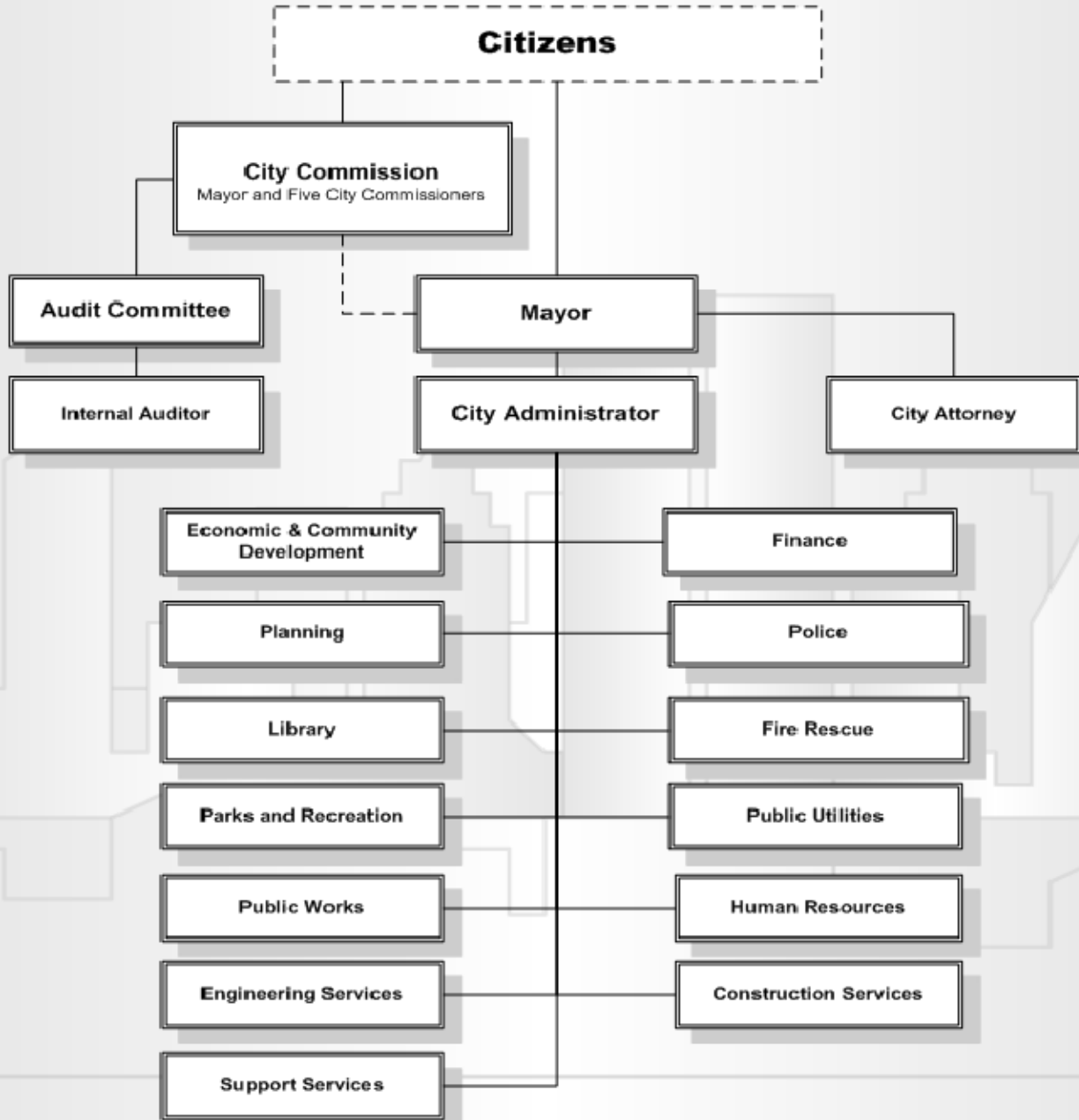
## **9. NEGOTIATIONS**

The Selection Committee, Procurement Official or selected qualified staff may conduct negotiations with the first ranked firm as determined by the Selection Committee. Negotiations are held to promote understanding of the City's requirements and facilitate arriving at a contract that will be most advantageous to the City taking into consideration price and the other factors set forth in the RFP.

If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations may then be started with the first alternate proposer.

END OF RFP

# CITY OF WEST PALM BEACH *Organization Chart*



Schedule of Expenditures of Federal Awards  
and State Financial Assistance  
For year ended September 30, 2010

Federal Grantor/State Agency Pass-Through Entity Federal Program / State Project	CFDA / CSFA No.	Contract Grant No.	Expenditures	Transfers to Subrecipients
<b>U.S. Department of Agriculture:</b>				
Passed-Through Florida Department of Agriculture and Consumer Services:				
Forest Health Improvement Initiative	10.688	ARRA	\$ 13,115	\$ -
<b>U.S. Department of Housing and Urban Development:</b>				
Direct:				
Community Development Block Grant (CDBG)	14.218	B-02-MC-12-0022 thru B-08-MC-12-0022	735,028	160,237
Community Development Block Grant (CDBG) – NSP1	14.218	B-08-MC-12-0022	1,841,924	-
Pass through Palm Beach County:				
CDBG Disaster Recovery Initiative (DRI) Program	14.218	07DB-3V-10-60-01-Z07	526,515	-
Direct:				
Community Development Block Grant (CDBG) – Recovery	14.253	ARRA B-09-MY-12-0022	2,160	-
Total Community Development Block Grant Cluster			<u>3,105,627</u>	<u>160,237</u>
Direct:				
HOME Investment Partnership Program Grant	14.239	M-02-MC-12-0224 thru M-08-MC-12-0224	869,635	399,675
Housing Opportunity for People with AIDS (HOPWA) Grant	14.241	FL-H-06-F-006 thru FL-H-08-F-006	3,025,263	2,929,690
Total U.S. Department of Housing and Urban Development			<u>7,000,525</u>	<u>3,489,602</u>
<b>U.S. Department of Justice:</b>				
Direct:				
Weed and Seed Grant	16.595	2008-WS-QX-0021	11,944	-
Weed and Seed Grant	16.595	2009-WS-QX-0180	101,070	48,507
Justice Assistance Grant (ARRA)	16.595	ARRA NA	59,694	-
COPS Universal Hiring Grant	16.710	2003-UM-WX-0029	3,408	-
Cops Hiring Recovery Grant (ARRA)	16.710	ARRA 2009-RK-WX-0239	268,797	-
Justice Assistance Grant	16.738	2009-DJ-BX-1509	51,797	-
Justice Assistance Grant (ARRA)	16.804	ARRA 2009-SB-B9-2133	422,771	-
Pass through FDLE and Palm Beach County:				
Youth Empowerment Center On-the-Job Training/Apprenticeship (ARRA)	16.804	ARRA NA	158,901	-
Total U.S. Department of Justice			<u>1,078,382</u>	<u>48,507</u>

(Continued)

Schedule of Expenditures of Federal Awards  
and State Financial Assistance (Continued)  
For year ended September 30, 2010

Federal Grantor/State Agency Pass-Through Entity Federal Program / State Project	CFDA / CSFA No.	Contract Grant No.	Expenditures	Transfers to Subrecipients
<b>U.S. Department of Labor:</b>				
Direct:				
Youth Empowerment Center On-the-Job Training / Apprenticeship	17.261	EA-18769-09-60-A-12	\$ 11,642	\$ -
<b>U.S. Department of Transportation:</b>				
Passed-Through Florida Department of Transportation (FDOT):				
Federal Highway Administration (FHWA) – Flagler Reconfiguration	20.205	FPN No. 420413-1-58-01	358,816	-
Federal Highway Administration (FHWA) – Flagler Traffic Calming	20.205	FPN No. 420414-1-58-01	939,158	-
Federal Highway Administration (FHWA) – Okeechobee Boulevard	20.205	FPN No. 411889-1-58-01	399,071	-
Federal Highway Administration (FHWA) – 24th & 25th Street	20.205	FPN No. 415851-1-58-01	1,070,998	-
Passed-Through Florida Department of Environmental Protection (FDEP):				
Federal Highway Administration (FHWA) – Apoxee Bike and Hike Trail – Phase III	20.219	T27020 / T2720	109,094	-
Direct:				
Federal Transit Administration (FTA) – Trolleys	20.500	FL-03-0269-00	820,175	-
<b>Total U.S. Department of Transportation</b>			<b>3,697,312</b>	<b>-</b>
<b>U.S. Department of Treasury:</b>				
Direct:				
National Foreclosure Mitigation Counseling Grant (NFMC)	21.000	PL 110-289-95X1350	157,800	157,800
<b>U.S. Department of Energy</b>				
Direct:				
Energy Efficiency Conservation Block Grant (ARRA)	81.128	ARRA DE-SC0002809	313,386	-
<b>U.S. Department of Health and Human Services</b>				
Pass through Workforce Alliance:				
Temporary Assistance For Needy Families Program (ARRA)	93.714	ARRA NA	240,772	-
<b>U.S. Department of Homeland Security:</b>				
Direct:				
Hazard Mitigation Grant Program (HMGP)	97.039	10HM-37-10-60-02-003	2,813	-
<b>Total Expenditures of Federal Awards</b>			<b>\$12,515,747</b>	<b>\$ 3,695,909</b>

(Continued)

Schedule of Expenditures of Federal Awards  
and State Financial Assistance (continued)  
For year ended September 30, 2010

Federal Grantor/State Agency Pass-Through Entity Federal Program / State Project	CFDA / CSFA No.	Contract Grant No.	Expenditures	Transfer to Subrecipients
<b>State of Florida:</b>				
<b>Florida Department of Environmental Protection:</b>				
Direct:				
Florida Recreation Development Assistance Program (FRDAP)				
Phipps Park	37.017	A8052	\$ 104,881	\$ -
Currie Park	37.017	A8051	200,000	-
Statewide Surface Water Restoration and Wastewater Projects				
Northlake Boulevard Lox Slough Restoration	37.039	LP6748	19,206	-
Stub Canal Stormwater Improvement	37.039	LP6868	502,437	-
Pass through Palm Beach County:				
Pollution Control Device (PCD) Lakewood & Edmor Streets	37.039	R2006 0880	59,121	-
<b>Total Florida Department of Environmental Protection</b>			<b>885,645</b>	<b>-</b>
<b>Florida Department of State – Division of Libraries and Information Service:</b>				
Direct:				
State Aid to Library Construction Grant	45.020	06-PLC-19	14,894	-
State Aid to Library Programs	45.030	07-ST-60 and 08-ST-61	13,637	-
<b>Total Florida Department of State</b>			<b>28,531</b>	<b>-</b>
<b>Florida Housing Finance Corporation</b>				
Direct:				
State Housing Initiatives Partnership (SHIP) Program	52.901	SHIP	966,780	338,111
<b>Florida Department of Transportation:</b>				
Direct:				
Belvedere Road & I-95 Beautification Project	55.003	FM No. 423847-1-58-01	120,002	-
Forest Hill Boulevard Landscape Improvements	55.003	FM No. 424779-1-58-01	33,411	-
<b>Total Florida Department of Transportation</b>			<b>153,413</b>	<b>-</b>
<b>Total Expenditures of State Financial Assistance</b>			<b>\$ 2,034,369</b>	<b>\$ 338,111</b>

The accompanying notes are an integral part of this schedule.

City of West Palm Beach, Florida

**Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance  
Year Ended September 30, 2010**

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**1. General** – The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (the “Schedule”) presents the activity of all federal programs and state projects of the City of West Palm Beach, Florida (the “City”) for the year ended September 30, 2010. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General*. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets or cash flows of the City.

**2. Basis of Accounting** – The accompany Schedule of Expenditures of Federal Awards and State Financial Assistance is presented using the modified accrual basis of accounting for grants which are accounted for in the governmental fund types and on the accrual basis of accounting for grants which are accounted for in the proprietary fund types. The information in this schedule is presented in accordance with requirement of OMB Circular A-133, *Audit of State, Local Government, and Non-profit Organizations* and Chapter 10.550, *Rules of the Auditor General, State of Florida*.

**ATTACHMENT A: REGISTRATION FORM**

It is the responsibility of the Proposer to ensure its receipt of all addenda. Please shall complete and return this form to the Procurement Official on or before May 27, 2011, **to receive any addenda(s) issued for this RFP.**

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:       Fax       E-Mail

**ATTACHMENT B: PROPOSER INFORMATION**

Firm: \_\_\_\_\_ FEIN: \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of business entity (sole proprietorship, partnership, corporation, etc.) \_\_\_\_\_

Organized and established under the laws of \_\_\_\_\_

Number of Years Company in Business: \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Print Name and Title

Contact Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Office location where this contract is assigned

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Print Name and Title

Contact Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

**ATTACHMENT C: REPRESENTATIONS AND DISCLOSURES**

RFP No: \_\_\_\_\_

STATE OF \_\_\_\_\_ }

} SS:

COUNTY OF \_\_\_\_\_ }

I am an officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer’s Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer’s principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer’s other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

AFFIRMED AND SIGNED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011\_\_

by \_\_\_\_\_ (name) as \_\_\_\_\_

(title) of

\_\_\_\_\_ (Proposer firm), and who is personally known to me

or produced \_\_\_\_\_

as identification.

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

Notary Stamp:

*In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.*

**ATTACHMENT D: PROPOSER REFERENCES**

**PROPOSER:** \_\_\_\_\_

List references for similar Financial Auditing Services provided within the last three (3) years:

(1) Name of Company: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Length of Contract Term: \_\_\_\_\_

(2) Name of Company: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Length of Contract Term: \_\_\_\_\_

(3) Name of Company: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Date Contract Began: \_\_\_\_\_ Length of Contract Term: \_\_\_\_\_

**ATTACHMENT E: SMALL BUSINESS FORMS**



# City of West Palm Beach

## SUBCONTRACTOR LIST

**Failure to complete this form may result in bid rejection.**

Complete and attach Small Business Letter of Intent (Form SB01) for each Small Business listed below. Use additional sheet if necessary. The following is a complete list of all subcontractors utilized for this project:

Solicitation/RFP Number: <u>10/11-123</u>		Dollar amount of subcontract work	SBE Y/N
Solicitation/RFP Title: <u>Financial Auditing Services</u>			
<b>1</b>	_____	<b>\$</b> _____	_____
	(Company Name)		(Type of Work)
	_____		(Telephone Number)
	(Address and Zip Code)		
	_____		(Federal I.D. #)
	(Email Address)		
<b>2</b>	_____	<b>\$</b> _____	_____
	(Company Name)		(Type of Work)
	_____		(Telephone Number)
	(Address and Zip Code)		
	_____		(Federal I.D. #)
	(Email Address)		
<b>3</b>	_____	<b>\$</b> _____	_____
	(Company Name)		(Type of Work)
	_____		(Telephone Number)
	(Address and Zip Code)		
	_____		(Federal I.D. #)
	(Email Address)		
<b>4</b>	_____	<b>\$</b> _____	_____
	(Company Name)		(Type of Work)
	_____		(Telephone Number)
	(Address and Zip Code)		
	_____		(Federal I.D. #)
	(Email Address)		
<b>5</b>	_____	<b>\$</b> _____	_____
	(Company Name)		(Type of Work)
	_____		(Telephone Number)
	(Address and Zip Code)		
	_____		(Federal I.D. #)
	(Email Address)		
<b>Total dollar amount to be awarded to subcontractors (this page)</b>		<b>\$</b> _____	

Bidder/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Note:** The above Subcontractors List will become a part of the contract documents. Changes made to the above Subcontractors List after the contract has been executed must be submitted in writing to the Procurement Official for approval prior to that subcontractor performing any work.



LETTER OF INTENT

FORMS (SB 01)

Instructions: The Bidder/Proposer is required to have this form completed for each Certified Small Business participating on the contract and submitted at the time the proposal/bid is due to the City. This form will become a part of the contract documents. It is the responsibility of the Bidder/Proposer to verify that the undersigned is a certified Small Business Enterprise (SBE) performing the work. Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract.

Bidder or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Solicitation/Bid Number : \_\_\_\_\_ Bid Total: \$ \_\_\_\_\_

Small Business Participation

The undersigned Subcontractor intends to perform the work listed below.

Table with 2 columns: Type of Work to be Perform, Contract Amount. Rows 1-5 and Total amount to be awarded to subcontractor.

Section below to be completed by Subcontractor to perform the work stated above.

\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT F: Fee Proposal**

**Proposer:** \_\_\_\_\_

The fee for the audit of the basic financial statements of the City including the Community Redevelopment Agency and the West Palm Beach Golf Commission is as follows:

Fiscal year ending	Total Cost	Estimated No. Hours
September 30, 2011	_____	_____
September 30, 2012	_____	_____
September 30, 2013	_____	_____
September 30, 2014	_____	_____
September 30, 2015	_____	_____

Hourly rate for other services are as follows:

Position	Hourly Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____