

Solicitation 762-9434
FINANCIAL AUDIT SERVICES

City of Fort Lauderdale

Bid 762-9434 FINANCIAL AUDIT SERVICES

Bid Number 762-9434
Bid Title FINANCIAL AUDIT SERVICES

Bid Start Date In Held
Bid End Date May 24, 2006 2:00:00 PM EDT
Question & Answer End Date May 19, 2006 5:00:00 PM EDT

Bid Contact Richard Ewell
Purchasing
954-828-5138
rewell@fortlauderdale.gov

Contract Duration 5 years
Contract Renewal 3 annual renewals
Prices Good for 90 days
Pre-Bid Conference May 15, 2006 2:00:00 PM EDT
Attendance is optional
Location: City Hall 8th Floor Conference Room
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Bid Comments The City of Fort Lauderdale, Florida is seeking proposals from qualified certified public accounting firms to provide professional financial audit services for the City's Finance Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Item Response Form

Item 762-9434-1-01 - General Financial Audit
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
No Location Specified
Qty 1

Description
Firm fixed cost

Item 762-9434-1-02 - Federal Financial Assistance Program
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
No Location Specified
Qty 1

Description
Firm fixed cost

Item 762-9434-1-03 - State Financial Assistance Program
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
No Location Specified
Qty 1

Description
Firm fixed cost

Item 762-9434-1-04 - Large User Wastewater Agreements
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
No Location Specified
Qty 1

Description
Firm fixed cost

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

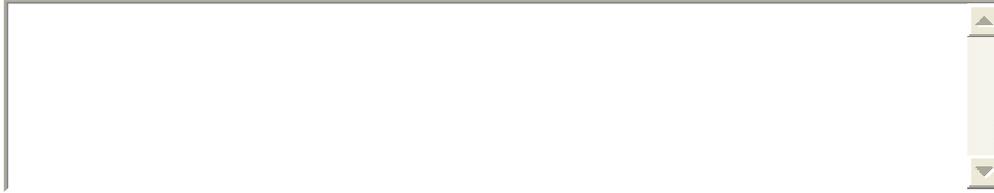
Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?
MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations:

An empty table with a vertical scrollbar on the right side. The table is defined by a thin black border and contains no data.

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified certified public accounting firms, hereinafter referred to as the Contractor, to provide professional financial audit services for the City's Finance Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on the date and time specified in the Schedule Section of the RFP.

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer is familiar with the nature and extent of the work, and the equipment, materials, and labor required.

While attendance is not mandatory, it is strongly suggested that all proposers attend the pre-proposal conference.

04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they have the following minimum qualifications and experience:

- The audit firm is independent and licensed to practice public accounting in the State of Florida.
- The audit firm's professional personnel have received adequate continuing professional education within the preceding three (3) years in accordance with the requirements of the Florida State Board of Accountancy.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of Fort Lauderdale.
- The firm has a record of quality audit work.

- The firm must have completed at least three (3) annual audits of similar complexity to the technical specifications contained in this RFP for a governmental entity similar in size to the City of Fort Lauderdale.
- The firm adheres to the instructions in this RFP for preparing and submitting proposals.

PART II - RFP SCHEDULE

Release RFP	04/17/06
Pre Proposal Conference City Hall, 100 North Andrews Avenue 8 th Floor Conference Room, Fort Lauderdale, FL. 2:00 PM	05/15/06
Last Date for Receipt of Questions of a Material Nature	05/17/06
Addendum Release (If required)	05/19/06
PROPOSAL DUE (Prior to 2:00 PM)	05/24/06
Selection Committee Review and Select Short List	05/31/06*
Negotiations with Highest Ranked Proposer	06/05-09/06*
City Commission Award	06/20/06*

* Anticipated Dates

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 09/04 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

04. 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 approval of the City Manager.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

07. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

08. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire five years from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

09. INVOICES/PAYMENT

Contractor shall submit invoices on a monthly basis, following commencement of work. The first invoice for each contract year shall not be submitted earlier than October 1 of that year. The final invoice shall not be submitted until after the City's Annual Financial Report is transmitted and accepted by the City Commission.

10. CONTRACT COST ADJUSTMENTS

Prices quoted shall be a firm, fixed cost for the first year of the initial contract term. Thereafter, costs shall be subject to negotiation each year with the Director of Finance for a firm fixed fee, based on the City's most current reporting requirements and shall not exceed ten percent (10%).

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the next anniversary term.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Finance Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and

if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

15. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

16. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

17. INSURANCE

Contractor shall furnish the Purchasing Division **original certificates of insurance as outlined in the RFP, and prior to the date on which the Contractor or any sub-contractor commences any performance of any operations under this contract.** Certificates of insurance shall be subject to review and approval by the City's Risk Manager. All required insurance certificates, which shall be maintained in full force by the Contractor and all subcontractors for the duration of the contract term, and any extension terms.

All certificates of insurance shall include the following provisions:

- a. Not less than thirty (30) days notice prior to cancellation or material change in coverage;
- b. The City of Fort Lauderdale, Florida, its elected officials, employees and agents shall be specifically named as "additional insured" on the policies for commercial general liability;
- c. Certificates of insurance for all types of insurance required under this contract shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" from the cancellation wording of the certificate of insurance;
- d. Certificates of insurance shall be delivered to the Purchasing Division, 100 N. Andrews Avenue, RM 619, Ft. Lauderdale, FL 33301, prior to commencement of any contract work.
- e. Contractor shall provide the following insurance coverage:
 - 1. Workers' Compensation & Employer's Liability Insurance as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide:

Exceptions: Workers' Compensation Insurance will not be required if the

individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.

2. Commercial General Liability including: hazards of premises/operations; independent contractors; employees as additional insureds; products completed operations; contractual liability coverage; broad form property damage coverage; and personal injury and advertising injury liability coverage. Policy limits will be for no less than \$1 million annual aggregate, \$1 million completed operations aggregate and \$1 million each occurrence.

3. Automobile liability coverage covering all owned, non-owned, and hired automobiles for limits of not less than **\$500,000**. Combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability coverage providing no less than \$1 million per occurrence limit for errors and omissions.

18. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

19. TRANSACTION FEES:

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

20. SUB-CONTRACTING:

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

21. 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.

Information and materials received by the City in connection with all proposers' responses shall be deemed to be public records subject to public inspection upon award,

recommendation for award or ten (10) days after 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 his or her response is exempt from the Public Records Law then the proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records.

22. ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/NATURE OF SERVICES REQUIRED

The City of Fort Lauderdale is requesting proposals from qualified firms of certified public accountants, hereinafter referred to as the auditor, **to audit its financial statements for the five fiscal years ending September 30, 2006 through September 30, 2010 with the option of auditing its financial statements for each of the three (3) subsequent fiscal years.** Meeting the requirements of Section 10.02 of the City Charter, these audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the rules of the Auditor General of the State of Florida, the Florida Single Audit Act, the standards for financial audits set forth by the U.S. Office of Management and Budget (OMB) revised Circular A-133, Audits of State, Local Governments and Non-Profit Organizations and other authoritative standards.

01.1 Scope of Work to be Performed:

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The basic financial statements include the governmental activities, the business-type activities, any discretely presented component units, each major fund and the aggregate remaining fund information of the City of Fort Lauderdale.

The auditor is not required to audit the combining financial statements and schedules. However, the auditor is to provide an "in-relation-to" report on the combining financial statements and 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.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedules of federal and state financial assistance. However, the auditor is to provide "in-relation-to" reports on those schedules based on the auditing procedures applied during the audit of the financial statements.

The auditor is expected to express an opinion on the fair presentation of its schedule of large user wastewater treatment rate computation in conformity with generally accepted accounting principles.

On an as needed basis, the auditor is expected to perform services related to the City issuance of debt (statement reviews and debt defeasances schedules) and perform review services, as necessary, on supplemental financial statements based upon the Comprehensive Annual Financial Report (CAFR).

It should be understood that the City's management has responsibility for properly recording transactions in the accounting records and maintaining an internal control structure sufficient to

permit the preparation of reliable financial statements. It should also be understood that the City's management is responsible for the effectiveness of its internal control structure and for representations contained in the financial statements and that the auditor will require a written representation letter be furnished to the auditor by members of the City's management near the completion of the audit. The auditor's responsibility is to express an opinion on the financial statements based upon their audits, the responses to their inquiries to the City's management and the written representations of the City's management. Because of the importance of management's representations to an effective audit, City agrees to release auditor and its personnel from any liability and costs relating to services under this RFP attributable to any misrepresentations by City's management.

02. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the rules of the Auditor General of the State of Florida, the Florida Single Audit Act, the standards for financial audits set forth by the U.S. OMB revised Circular A-133, Audits of State, Local Governments and Non-Profit Organizations and other authoritative standards.

03. REPORTS TO BE ISSUED

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

a. For the City:

- 1) A report on fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.
- 2) A report on the internal control structure based solely on the auditor's understanding of the control structure made as part of the audit of the financial statements.
- 3) A report on compliance with applicable laws and regulations that may have a material effect on the financial statements.

b. For the City's Federal and State Financial Assistance Programs:

Federal and State single audit reports that comply with OMB Circular A-133 and the Florida Single Audit Act.

c. For the City's large user wastewater agreements:

A report on fair presentation of the schedule of large user wastewater treatment rate computation, in conformity with generally accepted accounting principles.

d. Reporting to the Audit Advisory Board.

The City currently has an Audit Advisory Board composed of members appointed by the City Commission in accordance with City Ordinance #C-03-46. Auditors shall

assure themselves that the City's Audit Advisory Board is informed of each of the following:

- 1) The auditor's responsibility under generally accepted auditing standards
 - 2) Significant accounting policies
 - 3) Management judgments and accounting estimates
 - 4) Significant audit adjustments
 - 5) Other information in documents containing audited financial statements
 - 6) Disagreements with management
 - 7) Management consultation with other accountants
 - 8) Major issues discussed with management prior to retention
 - 9) Difficulties encountered in performing the audit
- e. Reporting on irregularities and illegal acts.

It is understood that the audits may not reveal all errors, irregularities or illegal acts which may have occurred during the year. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Audit Advisory Board and the City Manager. If the illegal act involves funds from other governmental entities, it is the City Manager's responsibility to inform the other governmental entities of the acts.

- f. As needed (for additional fees)
- 1) Updates for City bond issues
 - 2) Supplemental reports
 - 3) Defeasance schedules

04. SPECIAL CONSIDERATIONS

- a. The City will send its CAFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the City to meet the requirements of that program.
- b. The City may prepare one or more official statements in connection with the sale of debt securities, which will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters". This may be the subject of an additional fee.

- c. The Department of Housing and Urban Development currently functions as the City's oversight agency in accordance with the provisions of the revised OMB Circular A-133.
- d. The large user wastewater treatment rate computation and related auditor's report is not to be included in the CAFR, but is to be issued separately.
- e. The federal and state single audit report is to be included in the CAFR.
- f. The auditor's response should include a brief explanation of the impact of GASB statements 43, 44 and 45, and their affect on the preparation of the CAFR, including any audit implications. The City will be implementing GASB 44 for the 2006 fiscal year.

05. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's office where the work will be performed and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the City.

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.

06. INFORMATION ON THE CITY OF FORT LAUDERDALE FINANCIAL OPERATIONS

a. Contact Persons

The auditor's principal contact with the City will be the Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

b. Background Information

The City was incorporated in 1911 and covers an area of approximately 36 square miles. An elected five-member commission composed of a Mayor and four District Commissioners governs the City. Services provided to its approximately 170,000 residents include law enforcement, fire control, water and sewer, public works, community enrichment and development and various recreational services.

c. Fund Structure

A copy of the City's application to the GFOA's Certificate of Achievement for Excellence in Financial Reporting for its Fiscal Year 2005 report is included as an attachment to this RFP and provides valuable information regarding the City's fund structure and other relevant information.

d. Budgetary Basis of Accounting

Budgets are prepared on a basis consistent with generally accepted accounting principles with the following exceptions: Advances from other funds are presented as revenues, and

encumbrances, advances to other funds and principal on long-term debt of the proprietary funds are presented as expenditures or expenses.

e. Federal, State and Local Financial Assistance

During the 2005 fiscal year, the City was awarded nearly \$52 million in financial assistance, the details of which can be found in the attachments section of this RFP.

f. Pension Plans

The City provides separate single-employer defined benefit pension plans for its general employees and police and firefighters. The City also provides a defined contribution pension plan for certain general employees not participating in the defined benefit plan.

g. Joint Ventures

The City participates in a joint venture with the Downtown Development Authority and the Broward County Performing Arts Center Authority more fully described in Note 8, Page 48 of the City's CAFR for the year ended September 30, 2005.

h. Description of Finance Operations – See attached 2006 Operating Budget

07. TIME REQUIREMENTS

a. Commencement of Audit

The City will have all records ready for audit and all management personnel available to meet with the firm's personnel immediately upon appointment.

b. Schedule for the 2006 Fiscal Year Audit

Each of the following shall be completed by the auditor no later than the dates indicated.

1) Detailed Audit Plan

The auditor shall provide the City and the Audit Advisory Board a detailed audit plan by July 14, 2006.

2) Fieldwork

The auditor shall begin initial fieldwork as soon as practical, but no later than October 1, 2006 with final completion by December 15, 2006.

3) Reports

It is anticipated that the City will deliver its 2006 audited financial statements (included in the CAFR) to the City Commission in February, 2007.

c. Entrance Conferences, Progress Reporting and Exit Conferences

There will be an entrance conference with key Finance Department personnel within one week of City Commission appointment of the auditors. Progress conferences will be held with Finance Department personnel throughout the engagement with an exit conference at the conclusion of the engagement.

d. Preparing the Report

The City Finance Department shall prepare draft financial statements, notes and all required supplementary schedules and statistical data. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Director of Finance as soon as possible thereafter.

08. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

a. Finance Department Accounting and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. In addition, some clerical support will be made available to the auditor for the preparation of routine correspondence.

b. Information Technology Department (IT)

Certain IT personnel will be available to assist the auditor in performing the engagements. IT personnel will also be available to provide systems documentation and explanations.

c. Work Area, Telephones, Photocopying and FAX Machines

The City will provide the auditor with reasonable workspace with access to telephone, photocopying and FAX machines. The auditor will provide their own laptop computers and necessary peripheral devices.

09. REFERENCES

- a. 2005 – CAFR is available online at http://www.fortlauderdale.gov/documents/financial_rpts.htm. Hard copies are available by calling Linda Cohen at 954-828-5165.
- b. 2006 - City of Fort Lauderdale Operating Budget is available online at <http://www.fortlauderdale.gov/documents/budget.htm>. Hard copies are available by calling Linda Cohen at 954-828-5165.

PART V – CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Expertise and Experience

- a. The firm's local office, or office designated to do the work, past experience and performance on comparable government engagements. Weight factor: 15%
- b. The firm's national expertise and experience in local governmental auditing. Weight factor: 10%
- c. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. Weight factor: 10%
- d. The firm making available continuing professional education opportunities for staff of the City's Financial Departments by sharing in-house or local training opportunities. Weight factor: 5%
- e. Client references. Weight factor: 5%
- f. The sufficiency of resources to perform the contract. Weight factor: 5%

2. Audit Approach

- a. Adequacy of proposed staffing plan for various segments of the local engagement. Weight factor: 15%
- b. Adequacy of analytical procedures used in risk assessment. Weight factor: 10%
- c. Assessment of firm's ability to meet prescribed report publication date. Weight factor: 5%

3. Cost to the City. Weight factor: 20%

Evaluation of proposals will be conducted by an Audit Selection Committee appointed by the City Commission. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Selection Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposers may submit an electronic proposal through RFP Depot and must mail all required copies. All mailed proposals must be received in the Procurement Services Department, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP. Paper submittals are required and shall prevail over any electronic submittals if different.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL PLUS EIGHT (8) COPIES OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS NINE (9) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Part I – Expertise & Experience

Part II – Audit Approach

Part III -- Cost Information

Signature Page

Attachments

PROPOSAL PART I
Expertise & Experience

A. GENERAL REQUIREMENTS

The purpose of this part is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Fort Lauderdale in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposer should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The technical proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items B through F must be included. They represent information that will be used to determine responsiveness of your proposal, and will be the basis of allocating proposal evaluation points.

B. INDEPENDENCE

The firm should provide an affirmative statement that it is independent of the City of Fort Lauderdale as defined by the U.S. General Accounting Office's Government Auditing Standards (1988).

The firm should also list and describe the firm's (or proposed subcontractor's) professional relationships involving the City of Fort Lauderdale or any of its agencies 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 audit.

In addition, the firm shall give the City of Fort Lauderdale written notice of any professional relationships entered into during the period of this agreement

C. LICENSE TO PRACTICE IN FLORIDA

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.

D. FIRM QUALIFICATIONS AND EXPERIENCE

The proposal should state the size of the firm, the size of the firm's governmental staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

In a joint proposal, the principal firm should complete and sign the Proposal Signature Page, and the structure, duties, and responsibilities of each firm should be clearly delineated.

The firm is also required to submit a copy of the report on its most recent peer review, with a statement whether that quality control review included a review of specific government engagements.

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. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The firm should describe any outstanding claims or litigation or threatened claims or litigation of which the proposer is aware, which involve any Florida based office or which may threaten the existence or current stability of the firm. The firm should also describe any past disciplinary findings or sanctions by the Florida State Board of Accountancy or the Auditor General related to your firm.

E. PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the City of Fort Lauderdale's commitment to Affirmative Action.

If MBE or WBE participation as subcontractors or as part of a joint venture are included in your relevant proposal, please clearly identify the firms and state their duties and responsibilities, as well as their expertise and experience.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Fort Lauderdale. However, in either case, the City of Fort Lauderdale retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City of Fort Lauderdale, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

F. PRIOR ENGAGEMENTS WITH THE CITY OF FORT LAUDERDALE

The firm should list separately all engagements within the last five years for the City of Fort Lauderdale by type of engagement (i.e., audit, management, advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

G. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in the request for proposals.

Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

PROPOSAL PART II

Specific Audit Approach

A. WORK PLAN

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

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

1. Proposed segmentation of the engagement
2. Sample sizes and the extent to which statistical sampling will be used in transaction testing during the engagement
3. Type and extent of analytical procedures to be used in the engagement
4. Approach to be taken to gain and document an understanding of the City of Fort Lauderdale's internal control structure
5. Approach to be taken in determining laws and regulations that will be subject to audit testing.
6. Approach to be taken in drawing audit samples for purposes of compliance testing.

B. 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 will be requested from the City of Fort Lauderdale.

C. REPORT FORMAT

The proposal should include sample formats for required reports.

**PROPOSAL - PART III
Cost Information**

BASIC AUDITING SERVICES

Firm, Fixed Cost to the City

General Financial Audit	\$ _____
Federal Financial Assistance Program	_____
State Financial Assistance Program	_____
Large User Wastewater Agreements	_____
Total Cost to the City:	\$ _____

ADDITIONAL "AS NEEDED" AUDITING SERVICES

Please describe the Proposer's basis for quoting fees for additional auditing services to be performed on an "as needed" basis such as for statement reviews, defeasance schedules for city issuance of debt, review of supplemental financial statements, etc.

SECTION X – INDEX OF ATTACHMENTS

1. Comprehensive Annual Financial Report (CAFR) submission to GFOA
2. Schedule of Federal, State, and Local Financial Assistance for the Fiscal Year Ended September 30, 2005

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING PROGRAM

Participant Application

(Please type or print)

Section I: Government Information:

Three copies of this completed application, three copies of the government unit's comprehensive annual financial report (CAFR) and the appropriate fee should be sent (postmarked) to GFOA within six months of the government unit's fiscal year end. In addition, if the CAFR was submitted to the program in the immediate prior year, please include three copies of the government unit's responses to the comments and suggestions for improvement and any other correspondence that may assist the program with the current year's review. This information will be sent to Special Review Committee (SRC) members to assist them in their review. The official requesting the review will receive the results upon completion of the review process.

Note: This application includes preprinted information for questions 1 through 6. If this is the application you send with your next submission, simply update the information on the preprinted application, as necessary, and complete all of the other information for Sections I through VII of the application. Alternatively, you may complete a new application for each submission to the program (visit the "Forms" section of GFOA's website, www.gfoa.org, to download a copy). If you have any questions contact us at: cafrprogram@gfoa.org or call the Technical Services Center at (312) 977-9700.

- 1. Name of Unit **City of Fort Lauderdale**
- 2. Fiscal Year Ended (month, day, year) **09/30/05**
- 3. Is the government unit a previous participant in the Certificate of Achievement Program? **Yes**
 - a. What was the most recent year? **2004**, and
 - b. What was the report number which appeared in the upper left-hand corner of the government's "Summary of Grading" **2,190.00**

- 4. Official Requesting Review (receives notification of results, detailed comments and suggestions for improvement, the Award for Financial Reporting Achievement (AFRA), a press release, information regarding presentation by a GFOA State Representative and the Certificate of Achievement plaque). **A street address is required for shipment of the plaque.**

Name: **Raymond P. Mannion**
Title: **Director of Finance**

Phone: **954/828-5165** Fax: **954/828-5168**
E-Mail: **RMannion@FortLauderdale.gov**

Results Address 1: **100 North Andrews Avenue**
Results Address 2:
City: **Fort Lauderdale** State: **FL** Zip: **33301-4250**

Plaque Address 1: **100 North Andrews Avenue**
Plaque Address 2:
City: **Fort Lauderdale** State: **FL** Zip: **33301-4250**

- 5. If the government unit is awarded a Certificate of Achievement for Excellence in Financial Reporting, the Award of Financial Reporting Achievement (AFRA) will be prepared for the individual or department noted below as being primarily responsible for the unit's success in earning the certificate.

Finance Department, City of Fort Lauderdale

- 6. If the submission qualifies for the Certificate of Achievement for Excellence in Financial Reporting, whom (mayor, board chair, etc.) should GFOA send a formal announcement of the award and a related press release.

Name: **George Gretsas**
Title: **City Manager**

Address 1: **100 North Andrews Avenue**
Address 2:

City: **Fort Lauderdale** State: **FL** Zip: **33301-4250** E-mail:

- 7. For municipalities (e.g., cities, townships, villages and counties, please provide your population figure. For school districts, please provide your total student enrollment figure. 152,397

GFOA Use Only: Date: _____ Check #: _____ Amount: _____

Section I: Government Information (Continued):

8. To support the GFOA's recent recommended practice titled *Using Websites to Improve Access to Budget Documents and Financial Reports**, the GFOA will provide a link to CAFRs that are available on a government's website. Does your entity follow this recommendation and publish its CAFR on its website? Yes No (circle one)
If yes, please provide the direct hyperlink address to the CAFR document (rather than your government's general home page information) below:

http://www.fortlauderdale.gov/documents/financial_rpts.htm

This link will be on the list of award winners of the Certificate of Achievement for Excellence in Financial Reporting that can be found in the "Awards program" area of GFOA's website, www.gfoa.org.

(*Please refer to the recommended practices area of the GFOA's website, www.gfoa.org, for the full text of the recommendation).

Section II: Audit Information:

Agency or Firm Name: ERNST & YOUNG LLP
Contact name (optional): ALYSON SILVA
Street Address: 100 NE THIRD AVENUE, SUITE 700
Phone: 954/888-8000 E-mail: _____
City: FORT LAUDERDALE State: FL Zip Code: 33301

Section III: Fee Calculation:

Is the fee calculation based on the government unit's implementation of GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*? Yes No (circle one)

If not, use the amounts from the General Purpose Financial Statements (GPFS) that correspond to the applicable items below.

* Total revenues from the governmental funds Statement of revenues, expenditures and changes in fund balances (exclude other financing sources)	\$ <u>287,594,529</u>
* Total expenses from the proprietary funds Statement of revenues, expenses and changes in net assets/fund equity	\$ <u>135,059,205</u>
* Total additions from the fiduciary funds Statement of changes in fiduciary net assets (if total additions are negative, use the total amount of contributions from all sources)	\$ <u>118,352,914</u>
* Total program revenues of discretely presented component units from the government-wide Statement of activities	\$ <u> -</u>
* If applicable, total revenues reported for discretely presented component units and not-for-profit organizations reported on a separate operating statement(s) or statement(s) of activity	\$ <u> -</u>
TOTAL	\$ <u>541,006,648</u>

If you have not already paid for this review, please include a check payable to the GFOA with this application form or provide the following information if you wish to pay by credit card:

Credit card type: _____ Account number: _____ Expiration date (mandatory): _____
Signature (mandatory): _____

Use the following schedule to determine the appropriate fee based on the TOTAL calculated above. Member rates apply if a government joins GFOA at the time of their submission (in this case indicate below that the government is a GFOA member).

TOTAL	GFOA Member	Nonmember
Under \$1 million	\$ 275	\$ 550
\$1-10 million	\$ 350	\$ 700
\$10-50 million	\$ 415	\$ 830
\$50-100 million	\$ 480	\$ 960
\$100-250 million	\$ 550	\$1,100
\$250-500 million	\$ 690	\$1,380
\$500-750 million	\$ <u>825</u>	\$1,650
\$750 million - \$1 billion	\$ 965	\$1,930
Over \$1 billion	\$1,045	\$2,090

Name of the government as it is listed in our membership database: **City of Fort Lauderdale**
We show that your government is a **member** and your account number is **66343001**

Name of unit: **City of Fort Lauderdale**
(as a reference for SRC reviewers)

Section IV: Fund Information:

Indicate below how many individual funds of each generic fund type for which the primary government reports operations and/or balances (including the funds of blended component units and component units that are fiduciary in nature) and how many discretely presented component units the government-wide statements report at year end (if GASB 34 has not been implemented include the total number of discretely presented component units from all general purpose financial statements). Also, indicate the number of individual funds of each generic fund type with legally adopted annual budgets.

<u>Fund Type</u>	<u>Number of Funds and Discretely Presented Component Units</u>	<u>Number of Funds with Legally Adopted Annual Budgets</u>
Primary Government:		
General	1	1
Special Revenue	4	1
Debt Service	5	1
Capital Project	9	5
Permanent	1	-
Enterprise	5	-
Internal Service	3	5
Pension Trust	2	3
Investment Trust	-	-
Private-purpose Trust	-	-
Agency	1	-
Other (apply only if GASB 34 has not been implemented):		
Expendable Trust	-	-
Nonexpendable Trust	-	-
Discretely Presented Component Units:		
Governmental entities	1	N/A
Other (e.g., nongovernmental entities following the commercial or not-for-profit model)	-	N/A

Section V: Pension Information:

Indicate below the individual pension plans in which the government unit participates or with which it is otherwise connected (e.g., contributions made on behalf of employees by another government) and indicate the type of plan (see GASB Statement 27, Para. 8, 19, 28 and 39 for guidance). Also, indicate whether the government unit includes a pension trust fund in its CAFR to report the individual pension plan. For the separate report of a Public Employee Retirement System (PERS) list the individual pension plans reported by the PERS.

<u>Pension Plan</u>	<u>Multiple Employer Defined Benefit Plans</u>		<u>Single Employer Defined Benefit Plans</u>	<u>Defined Contribution</u>	<u>Special Funding Situations (GASBS 27, Paragraph 28)</u>	<u>Reported as a Pension Trust Fund? Yes or No</u>
	<u>Cost Sharing</u>	<u>Agent</u>				
a) <u>GEN. EMPLOYEES RET. SYSTEM</u>			<u>X</u>			<u>Yes</u>
b) <u>POLICE & FIRE FIGHTERS RET. SYSTEM</u>			<u>X</u>			<u>Yes</u>
c) <u>GEN. EMPLOYEES SPECIAL CLASS PLAN</u>				<u>X</u>		<u>No</u>
d) <u>NON-CCLASSIFIED EMPLOYEES RET. PLAN</u>				<u>X</u>		<u>No</u>
e) _____						
f) _____						
g) _____						

Section VI: Display and Disclosure Questions:

Please answer each of the following questions by **circling** the appropriate response. Your answers will assist the SRC in determining whether the item addressed by the question is properly displayed or disclosed in the CAFR. Comments and suggestions for improvement will be issued to your government unit if discrepancies are noted between the information presented in the CAFR and the answers to these questions. (Note: The following questions are in order by when a question relating to the topic first appears on the *General Purpose Checklist*.)

All Questions are Applicable to Material Items Only.

- | | | | |
|---|---|-------------------------------------|-----|
| 1. Does the government unit have any debt that is being repaid by special assessments?
If yes: | Yes | <input checked="" type="radio"/> No | N/A |
| a. Is the government unit obligated in some manner for all or a portion of the debt? | Yes | No | N/A |
| b. Is the government unit not obligated in any manner for the debt? | Yes | No | N/A |
| 2. Has the government unit given or received a capital contribution in connection with a public entity risk pool?
If yes: | Yes | <input checked="" type="radio"/> No | N/A |
| a. Does the pool actually pool or transfer the risks of participants? | Yes | No | N/A |
| b. Is the return of the contribution probable? | Yes | No | N/A |
| 3. Did the government unit engage in securities lending transactions during the year? | Yes | <input checked="" type="radio"/> No | N/A |
| 4. Did the government unit engage in any reverse repurchase agreements during the year? | Yes | <input checked="" type="radio"/> No | N/A |
| 5. During the year, has the government unit or its component units engaged in any refunding(s) of debt that resulted in the defeasance or redemption of debt?
If yes: | Yes | <input checked="" type="radio"/> No | N/A |
| a. Did the transaction(s) take place in a fund that uses governmental fund accounting? | Yes | No | N/A |
| b. Did the transaction(s) take place in a fund that uses proprietary fund accounting? | Yes | No | N/A |
| c. Did the transaction(s) take place in a discretely presented component unit? | Yes | No | N/A |
| 6. Is the government retaining risk (i.e., "self-insurance")?
If yes: | <input checked="" type="radio"/> Yes | No | N/A |
| a. Please identify the fund(s) used to report this activity: | <u>CITY INSURANCE INTERNAL SERVICE FUND</u> | | |
| 7. Does the government unit own or operate a municipal solid waste landfill where it is required by federal, state, or local law or regulation to incur closure and postclosure care costs? | <input checked="" type="radio"/> Yes | No | N/A |
| 8. Does the government unit sponsor an arrangement that commingles (pools) the resources of legally separate entities that are not part of the same financial reporting entity as the sponsoring government and invests those resources on behalf of the participants in an investment portfolio?
If yes, | Yes | <input checked="" type="radio"/> No | N/A |
| a. Is a separate financial report issued for the pool? | Yes | No | N/A |
| 9. Is the government unit included in the reporting entity of another governmental unit (e.g., as a department, enterprise fund, fiduciary fund, or component unit)?
If yes: | Yes | <input checked="" type="radio"/> No | N/A |
| a. Is this government unit reported either 1) in one or more separate funds within the primary government, or 2) as a discretely presented component unit in that government's CAFR? | Yes | No | N/A |
| 10. Which option does the government unit use for its enterprise funds (and business-type activities, if applicable)? | <u>OPTION 1</u> | | |

Option 1: Apply only FASB Statements and Interpretations, Accounting Principles Board Opinions and Accounting Research Bulletins issued on or before November 30, 1989, unless they conflict with or contradict GASB Pronouncements (GASBS 20, Paragraph 6). List relevant funds if both options are used.

N/A

Section VI: Display and Disclosure Questions (Continued):

Option 2: Also apply all FASB Statements and Interpretations issued after November 30, 1989, except for those that conflict with or contradict GASB pronouncements (GASBS 20, Paragraph 7). List relevant funds if both options are used.

N/A

- | | | | |
|--|--------------------------------------|-------------------------------------|-----|
| 11. As of the end of the fiscal period, did the government have uninsured deposits that were
1) uncollateralized, 2) collateralized with securities held by the pledging financial institution,
or 3) collateralized with securities held by the pledging financial institution's trust department or
agent but not in the depositor-government's name? | Yes | <input checked="" type="radio"/> No | N/A |
| 12. As of the end of the fiscal period, did the government have investments evidenced by securities
that were neither insured nor registered and that were held by either 1) the counterparty, 2) the
counterparty's trust department or agent but not in the government's name? | Yes | <input checked="" type="radio"/> No | N/A |
| 13. As of the end of the fiscal period, is the government party to a derivative that is not reported
at fair value on the face of the financial statements? | Yes | <input checked="" type="radio"/> No | N/A |
| 14. Did any significant subsequent events occur after the balance sheet date but before the date of
the auditor's report (e.g., debt issuances or settlements of litigation)? | <input checked="" type="radio"/> Yes | No | N/A |
| 15. Has the government unit violated any finance-related legal or contractual provisions? | Yes | <input checked="" type="radio"/> No | N/A |
| 16. Is the government unit a lessee in an operating lease?
If so, | Yes | <input checked="" type="radio"/> No | N/A |
| a. Are any of the agreements noncancelable? | Yes | No | N/A |
| b. Do any of the agreements have scheduled rent increases? | Yes | No | N/A |
| 17. Is the government unit a lessor in an operating lease? If so,
If so, | <input checked="" type="radio"/> Yes | No | N/A |
| a. Are any of the agreements noncancelable? | Yes | <input checked="" type="radio"/> No | N/A |
| b. Do any of the agreements have scheduled rent increases? | <input checked="" type="radio"/> Yes | No | N/A |
| 18. Does the government unit have any construction commitments outstanding at year end? | <input checked="" type="radio"/> Yes | No | N/A |
| 19. Does the government unit sponsor and include as part of its financial reporting entity a public
entity risk pool that provides coverage to units outside the government unit's financial
reporting entity? | Yes | <input checked="" type="radio"/> No | N/A |
| 20. Did the government engage in short-term debt activity during the year (e.g., anticipation
notes, use of lines of credit), even if no short-term debt was outstanding at the beginning or
end of the year? | Yes | <input checked="" type="radio"/> No | N/A |
| 21. Did the government unit engage in transactions with any related parties? | Yes | <input checked="" type="radio"/> No | N/A |
| 22. Is the government unit a participant in one or more joint ventures?
If yes: | <input checked="" type="radio"/> Yes | No | N/A |
| a. are any of these joint ventures reported as component units of this government unit?
If no: | Yes | <input checked="" type="radio"/> No | N/A |
| b. does this government unit have an equity interest in the joint venture that it reports in:
1. Governmental funds? | Yes | <input checked="" type="radio"/> No | N/A |
| 2. Proprietary funds? | <input checked="" type="radio"/> Yes | No | N/A |
| 23. Does the government unit pay all or a portion of the cost of postemployment benefits other than
pension benefits (OPEB) for employees?
If yes: | <input checked="" type="radio"/> Yes | No | N/A |
| a. Are the OPEB provided through a pension plan?
If yes: | Yes | <input checked="" type="radio"/> No | N/A |
| b. Are any OPEB healthcare benefits provided through a pension plan that is reported as a
pension trust fund by this government? | Yes | <input checked="" type="radio"/> No | N/A |

Section VI: Display and Disclosure Questions (Continued):

- 24. Has another entity made on-behalf payments for fringe benefits and salaries (e.g., pension contributions, health and life insurance premiums, and salary supplements) to a third party recipient for the government unit's employees? Yes No N/A
- 25. Has the government issued debt in its name for which it is not liable in any manner (i.e., conduit or no commitment debt) and where the debt is not reported as a liability in the financial statements? Yes No N/A
- 26. If separately issued financial statements are not available for any individual discretely presented component unit, does the CAFR include fund information for that component unit (i.e., fund financial statements with major funds, nonmajor funds, and fund type information, as appropriate)? Yes No N/A
- 27. If blended component units are included in the financial reporting entity, has the government unit refrained from including the general fund of a blended component unit as part of the general fund of the primary government? Yes No N/A
- 28. Describe, in detail, your government unit's legal level of budgetary control:

DEPARTMENT WITHIN FUND

- a. If the government unit does not demonstrate compliance at the legal level of budgetary control within the CAFR, do the notes to the financial statements refer to a separately issued budgetary report that does so? If so, one copy of that report must be included as part of the submission packet. Please note that the annual budget document itself is not adequate for this purpose as it does not demonstrate compliance. Yes No N/A

Section VII: Authorization:

With this application form we are officially requesting that the Certificate of Achievement for Excellence in Financial Reporting Program review our CAFR. We agree to comply with the policies and procedures of the program.

Ronald P. Manini
(Signature of official requesting review)

3-15-06
(Date)

The following list is provided to help the government unit ensure the completeness of its submission:

- Did you include three copies of the application?
- Did you include three copies of the CAFR?
- Did you include three copies of responses to prior year comments (applies only if the CAFR was submitted to the program in the immediate prior year)?
- Did you provide payment (e.g., by a check or credit card) for the amount of the appropriate fee?
- If applicable, did you include a copy of the separately issued budget report that demonstrates legal compliance at the legal level of budgetary control (See Section VI, questions 28 and 28a)?
- If not postmarked within six months of the government unit's fiscal year end, was an extension requested and approved?

Mail all necessary items to: Government Finance Officers Association
Certificate of Achievement Program
203 North LaSalle Street Suite 2700
Chicago, IL 60601

**CITY OF FORT LAUDERDALE
SUMMARY OF AWARDS
FOR THE YEAR ENDED 09/30/05**

Grantor Agency

Federal Awards:

U.S. Dept. of Housing and Urban Development	\$9,915,935
U.S. Dept. of Agriculture	65,045
U.S. Dept. of Justice	683,653
U.S. Dept. of Transportation	8,165,019
U. S. Dept of Homeland Security	770,760
U. S. Dept of Homeland Security- Unusual (Hurricane and OAS) expenditures not award	6,466,663
Capitalization Grants for State Revolving Funds	
Clean Water State Revolving Fund Loan #3	18,922,508
Total	<u>44,989,583</u>

State Awards:

Department of Law Enforcement	50,000
Department of Transportation	1,149,254
Florida Housing Finance Corp	1,784,380
Total	<u>2,983,634</u>

Local Awards:

Broward County	3,372,708
South Florida Water Management District	255,000
Downtown Development Authority	375,000
Total	<u>4,002,708</u>

\$51,975,925

\$2,500,000 included in Broward County is federal pass through grant.
\$6,500,000 included in Homeland Security unusual is not award, but
total expenditures in accounting system for FY05

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or

origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated

- in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** 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. Information and materials received by City in connection with an ITB response 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. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees

affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic

substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the

City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they hold a controlling financial interest (ownership of five (5) percent or more), unless in their City duties they are not involved in:

- 3.3.1 The award of the contract, or
- 3.3.2 Determining contract provisions, or
- 3.3.3 The enforcement of the contract.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.