


[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

 Bid #RFP-4667-21-SS - Financial Auditing Services   

Time Left	Bid has ended.		
Time Started	Mar 11, 2021 3:05:02 PM EST	Notifications	Report (Bidder Activity)
Time Ended	Apr 22, 2021 3:00:00 PM EDT	# of suppliers that viewed	40  (View)
Agency Information	City of Hollywood, Florida, FL (view agency's bids)	Q & A	View Questions & Answers Questions: 11 Q&A Deadline: Apr 8, 2021 3:00:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Description

Bid Number	RFP-4667-21-SS
Title	Financial Auditing Services
Budgeted Amount	\$100,000.00 (change)
Description	<p>The City of Hollywood (the "City"), a political subdivision of the State of Florida, located in Broward County, and the Hollywood CRA, a component unit of the City, are soliciting the services of qualified firms of certified public accountants (the "Auditor") to audit its financial statements for the fiscal years ending September 30, 2021 through 2023, with two (2) optional renewal periods of two (2) years each. These audits are to be performed in accordance with generally accepted auditing standards and, the standards for financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States, and satisfying the requirements of Federal grant programs and State Projects as outlined in OMB Uniform Guidance and/or A-133 Single Audit, the provisions of the federal Single Audit Act Amendment of 1996 and U. S. Office of Management and Budget (OMB) Super Circular; Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments (Revised) - AICPA; Section 215.97 Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida, and any other applicable Federal, State and local laws and regulations.</p> <p>Firms may submit a proposal to provide independent professional financial auditing services for the City of Hollywood, the Hollywood CRA, or both. If submitting proposals for both, prices should be proposed separately for each, not combined.</p> <p>Added on Mar 29, 2021: The Proposal Due/Opening Date has been extended until April 22, 2021, and the deadline for questions has been extended until April 8, 2021.</p>

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

<input type="checkbox"/> 1.  RFP 4667-21-SS Financial Auditing Services.pdf (download)	<input type="checkbox"/> 2.  Attachment A - Executed Contract Renewal FY19 and FY20.pdf (download)
 = Included in Bid Packet  = Excluded from Bid Packet	

Addendum #1 - Made On Mar 29, 2021 2:36:03 PM EDT

Previous End Date	Apr 8, 2021 3:00:00 PM EDT	New End Date	Apr 22, 2021 3:00:00 PM EDT
Previous Q & A End Date	Mar 29, 2021 3:00:00 PM EDT	New Q & A End Date	Apr 8, 2021 3:00:00 PM EDT
Description/Bid Comments	(Information was added)		



REQUEST FOR PROPOSALS

RFP-4667-21-SS

FINANCIAL AUDITING SERVICES

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

&

**HOLLYWOOD COMMUNITY REDEVELOPMENT
AGENCY (CRA)**

RFP Issue Date: March 11, 2021

Proposal Due/Opening Date: April 8, 2021 at 3:00
p.m. Eastern Time (ET)

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid/proposal opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, Records and Archives Division, 2600 Hollywood Boulevard, Annex Building, Room 16W, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label below on all packages when returning your bid or proposal to the City



Bid/Proposal Name: Financial Auditing Services
Bid/Proposal Number: RFP-4667-21-SS
Bid/Proposal Opening Date: April 8, 2021 at 3:00 p.m. ET
Firm Name/Address: _____

<u>Return to:</u>
For FedEx and UPS:
City of Hollywood, Florida
c/o: Records & Archives Division
2600 Hollywood Blvd., Annex Building Rm# 16W
Hollywood, Florida 33020
If not using FedEx or UPS:
City of Hollywood
PO Box 229045
Hollywood, FL 33022-9045

RESPONSE MUST INCLUDE:

One (1) original hard copy

Ten (10) hard copies

One (1) complete electronic copy on a USB drive (flash drive)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders/proposers relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

NARRATIVE:

The City of Hollywood (the “City”), a political subdivision of the State of Florida, located in Broward County, is soliciting the services of qualified firms of certified public accountants (the “Auditor”) to audit its financial statements for the fiscal years ending September 30, 2021 through 2023, with two (2) optional renewal periods of two (2) years each. Also, the Hollywood CRA is soliciting the services of qualified firms to audit its financial statements for the same fiscal years and optional renewal periods. These audits are to be performed in accordance with generally accepted auditing standards and, the standards for financial audits contained in the **Government Auditing Standards** issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendment of 1996 and U. S. Office of Management and Budget (OMB) Super Circular; **Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments (Revised)** - AICPA; **Section 215.97 Florida Statutes, *Florida Single Audit Act***; and **Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida**, and any other applicable Federal, State and local laws and regulations.

PROCUREMENT SERVICES CONTACT INFORMATION:

For information concerning procedures for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Steve Stewart, Assistant Director of Financial Services for Procurement, at sstewart@hollywoodfl.org or (954) 921-3628, or Paul Bassar, Contract Compliance Administrator, at pbassar@hollywoodfl.org or (954) 921-3200. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync at least 10 calendar days prior to the proposal due/opening date.**

GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to

protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal:

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Steve Stewart, Assistant Director of Financial Services for Procurement at sstewart@hollywoodfl.org or (954) 921-3628, or Paul Bassar, Contract Compliance Administrator, at pbassar@hollywoodfl.org or (954) 921-3200. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync at least 10 calendar days prior to the proposal due/opening date.**

1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly

authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation 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).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 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 proposer, supplier, subproposer, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

3.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 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 of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of

performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 Each Claim / \$2,000,000 Aggregate.
- E. Any Sub-Consultant used by the Contractor shall supply such similar insurance required of the contractor as detailed above.
- F. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The City of Hollywood must be shown as an additional insured with respect to insurance coverage. The mailing address of the City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33020, as the certificate holder, must appear on the certificate of insurance, and all required endorsements must be timely provided.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period

of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer

may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization,

dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer 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.**

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer 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 Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase 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 upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. 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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

SECTION I: PURPOSE, BACKGROUND AND SCOPE OF SERVICES REQUESTED

A. WORK OBJECTIVE

1. PURPOSE

The City of Hollywood (the "City"), a political subdivision of the State of Florida, located in Broward County, and the Hollywood CRA, a component unit of the City, are soliciting the services of qualified firms of certified public accountants (the "Auditor") to audit its financial statements for the fiscal years ending September 30, 2021 through 2023, with two (2) optional renewal periods of two (2) years each. These audits are to be performed in accordance with generally accepted auditing standards and, the standards for financial audits contained in the **Government Auditing Standards** issued by the Comptroller General of the United States, and satisfying the requirements of Federal grant programs and State Projects as outlined in OMB Uniform Guidance and/or A-133 Single Audit, the provisions of the federal Single Audit Act Amendment of 1996 and U. S. Office of Management and Budget (OMB) Super Circular; **Audits of States, Local Governments and Non-Profit Organizations, Audits of State and Local Governments (Revised) - AICPA; Section 215.97 Florida Statutes, *Florida Single Audit Act*; and Chapter 10.550 *Local Governmental Entity Audits, Rules of the Auditor General, State of Florida***, and any other applicable Federal, State and local laws and regulations.

Firms may submit a proposal to provide independent professional financial auditing services for the City of Hollywood, the Hollywood CRA, or both. If submitting proposals for both, prices should be proposed separately for each, not combined.

2. SCOPE OF WORK TO BE PERFORMED

The City of Hollywood and Hollywood CRA require the Auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The Auditor is required to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The Auditor is not required to audit the introductory section of the Comprehensive Annual Financial Report (CAFR), its Management's Discussion and Analysis, its required supplementary information and the statistical section of the CAFR.

The City expects to annually file CAFRs with the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will provide special assistance to the City to meet the requirements of that program by providing technical advice to ensure awarding of certification.

The Auditor is required to express an opinion on the fair presentation of separate statements for the Employees' Retirement Fund of the City of Hollywood, a defined benefit pension plan. (See Section I.B.5. Pension Plans/Deferred Compensation Plans of this RFP).

The Auditor is also required to audit the schedule of federal and state financial assistance. The Auditor is to provide an independent auditors' report and related reports appropriate to the audit work performed.

Review of the financial report of the City filed with the Department of Financial Services, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the annual financial statements.

The Auditor may be requested to perform other auditing services at the discretion of the City or the Hollywood CRA. Any such additional work agreed to between the City of Hollywood or the Hollywood CRA and the firm shall be performed in accordance with the provisions specified in Section I.A.5. Special Services of the Request for Proposals.

3. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposals, audits shall be performed in accordance with:

- a. Generally accepted auditing standards as issued by the American Institute of Certified Public Accountants (AICPA), and the examination must be made in accordance with the guidelines prepared by the Government Finance Officers Association in order for the City to apply for the Certificate of Achievement for Financial Excellence in Financial Reporting;
- b. Government Auditing Standards, as issued by the Comptroller General of the United States;
- c. The provisions of U.S. Office of Management and Budget (OMB) Super Circular, including the Uniform Guidance and/or OMB Circular A-133 as appropriate;
- d. Rules of the Auditor General for the State of Florida Chapter 10.550 relating to Section 11.45 of the Florida Statutes;
- e. Section 215.97 Florida Statutes, Florida Single Audit Act;
- f. Section 163.387 Florida Statutes, Redevelopment Trust Fund; and
- g. Any other applicable Federal, State and local laws or regulations.

Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City in future fiscal years. Proposed fees must incorporate all required audit procedures, relative to all

regulations in effect, and issued, as of the date of the closing of this Request for Proposals, to include all GASBs issued to date.

4. REPORTS TO BE ISSUED

Following the completion of the audit of the annual financial statements, the auditor shall issue the following:

- A. A report on the fair presentation of the basic financial statements as a whole, in conformity with generally accepted accounting principles.
- B. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- C. A report on compliance with laws and regulations.
- D. A "management letter" required by Section 10.554, Rules of the Auditor General.
- E. A Report on Bond Covenant Compliance.
- F. Reports required by the State Loan Agreement for reuse water.
- G. Reports required by the Single Audit Act Amendment of 1996 to include:
 - (1) An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 - (2) A report on internal control related to the financial statements and major programs.
 - (3) A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements.
 - (4) A schedule of findings and questioned costs.
 - (5) In the required report(s) on internal controls, the auditor shall communicate any material weaknesses or significant deficiencies found during the audit.
 - a. Material weaknesses are matters in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements, in amounts that would be material in relation to the financial statements being audited, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

- b. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliability in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected.
 - (6) Significant deficiencies that are also material weaknesses shall be identified as such in the report.
 - (7) Other matters related to internal control discovered by the auditors shall be reported in the management letter required by Florida Statutes 218.39, which shall be referred to the report on internal control structure and compliance.
 - H. A report on the fair presentation of the Employees' Retirement Fund financial statements, in conformity with generally accepted accounting principles.
 - I. Report to the City Commission/CRA Board to make required written communication to the City's governing board.
 - J. Auditor(s) shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware to the Director of Financial Services, City Manager and City Commission/CRA Board as appropriate.
- Use of the audited Financial Statements, opinions or any of the above named reports will not result in additional compensation unless their use requires additional certification or services on the part of the Auditor(s).

5. SPECIAL SERVICES

The following special services may be provided by the Auditor under the contract resulting for this RFP with fees based on quoted rates to be negotiated at time services are requested by the City:

- A. The City may, during the period of this contract, prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose 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."
- B. Arbitrage calculation and monitoring services, if required.
- C. Other reports and services as requested by the City.

6. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

The City is bound by the rules and regulations promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State). The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- A. City of Hollywood/Hollywood CRA.
- B. Cognizant federal, state and local agency.
- C. U.S. General Accounting Office (GAO)
- D. Auditor General of the State of Florida
- E. Office of the Inspector General of Broward County (OIG)
- F. Parties designated by federal or state governments or by the City of Hollywood as part of an audit quality review process.
- G. Auditor(s) of entities of which the City of Hollywood is a subrecipient of grant funds.
- H. In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the Auditor will be required to notify the Director of Financial Services of the request, as appropriate.

7. TERMINATION

The City and the Auditor, and the Hollywood CRA and its Auditor, will enter into a contract for a three (3) year period in accordance with the requirements of this RFP with an option to renew for two (2) additional two (2) year periods. This contract may be canceled by the Auditor(s) upon thirty (30) days prior written notice to the City/CRA in the event of substantial failure by the City/CRA to perform in accordance with the terms of this contract through no fault of the Auditor(s). It may also be terminated, in whole or in part, by the City/CRA, with or without cause, immediately upon thirty (30) days written notice from the City/CRA.

B. DESCRIPTION OF THE CITY

1. BACKGROUND INFORMATION

The City of Hollywood has an area of approximately twenty-nine (29) square miles with a population of approximately 145,000. The City of Hollywood's fiscal year begins on October 1 and ends on September 30.

A. Operational Structure

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

- Public Works
- Police
- Fire-Rescue and Beach Safety
- Parks, Recreation and Cultural Arts
- Financial Services
- Development Services

The following Special Offices are also accounted for through the General Fund:

- City Manager
- City Commission
- City Attorney
- City Clerk
- Human Resources
- Communications, marketing and Economic Development
- Budget and Performance Management

B. Enterprise Funds

The City of Hollywood accounts for the following operations in its Enterprise Funds:

- Water treatment and distribution system serving approximately 40,500 customers
- Wastewater collection and treatment system serving approximately 21,000 retail customers and six (6) local jurisdictions
- Reuse water utility system
- Stormwater management utility system
- Golf course facilities
- Sanitation / Environmental Services
- Parking operations
- Records Preservation activities

C. Internal Service Funds

The City of Hollywood accounts for the following administrative services in Internal Service Funds:

- Records and Archives
- Design and Construction Management
- Information Technology
- Self-Insurance (Risk and Health)

D. Miscellaneous Information

The City has a 2020 taxable assessed valuation for operations of \$18.5 billion. The Fiscal Year 2021 City-wide budget for all funds (inclusive of the General Fund) is \$608.1 million, of which the General Fund is \$297.6 million. The Fiscal Year 2021 budget also includes 1,312 authorized full-time positions.

The City's Financial Services Department is committed to supporting the audit, including the General Accounting, Treasury, and Procurement Divisions. The Department includes a financial reporting staff of seven (7) including two (2) CPA's who will be committed to the audit and the timely completion of the Comprehensive Annual Financial Report (CAFR). The City has received the GFOA's Certificate of Achievement for the past forty (44) years.

More detailed information on the City and its finances can be found in budget documents, official statements, annual financial reports, and administrative policies and procedures manuals. Budget documents and CAFRs are available on the City's website at www.hollywoodfl.org.

2. FUND STRUCTURE

The City of Hollywood uses the following fund types and account groups in its financial reporting (funds may be added or deleted during the term of the engagement):

<u>Fund Type/Account Group</u>	<u>Number of Funds</u>	<u>Number of Funds in Amended Budgets</u>
General Fund	1	1
Special Revenue Funds*	8	8
Debt Service Funds	2	2
Capital Projects Funds	3**	3
Enterprise Funds	6	6
Internal Service Funds	2	2
Pension Trust Funds	3	0
General Fixed Assets Account Group ***	1	N/A
General Long-term Debt Account Group ***	<u>1</u>	N/A
Total	27	

* Emerald Hills is included in the Adopted Budget as a Special Revenue, however, it is not an established Fund.

** GOB Capital Projects Fund was established in FY 2019.

*** Not separately presented but essential information in the preparation of the government-wide financial statements.

3. BUDGETARY BASIS OF ACCOUNTING

The City of Hollywood prepares its budgets on a basis consistent with generally accepted accounting principles (GAAP) for the General Fund, and certain Special Revenue Funds. Budgets are adopted for the proprietary funds of the City for purpose of management control.

4. FEDERAL AND STATE FINANCIAL ASSISTANCE

During the fiscal years to be audited, the City of Hollywood will receive financial assistance including but not limited to the following agencies:

- U.S. Department of Housing and Urban Development
- U.S. Department of Treasury
- U.S. Department of Justice
- U.S. Department of Homeland Security
- U.S. Department of Environmental Protection Agency
- U.S. Department of Health and Human Services
- U.S. Department of Transportation
- Florida Department of Community Affairs
- Florida Department of Elderly Affairs
- Florida Department of Environmental Protection
- Florida Department of State
- Florida Department of Transportation
- Florida Department of Health
- State of Florida Housing Corporation
- Florida Fish and Wildlife Conservation Commission
- Florida Department of Law Enforcement

5. PENSION PLANS/DEFERRED COMPENSATION PLANS

The City of Hollywood participates in the following single employer defined benefit pension plans:

- Employees' Retirement Fund
- Fire Pension Fund
- Police Retirement Fund

The financial statements of the Employees' Retirement Fund are to be separately audited under the services sought by this RFP. The audit of the Police and Firefighters Pension Plans financial statements are not part of this RFP. All three statements are blended with those of the City in the annual CAFR.

In addition, twenty-three (23) fulltime Hollywood CRA employees participate in one (1) defined contribution 401 (A) Plan out of a total of 27 total full and part time employees. Those not participating are the part time employees. Approximately eight hundred and forth three (843) employees participate in three (3) deferred compensation 457 plans. Also, five of the six commissioners and the mayor participate in the Florida Retirement System (FRS). One of the current commissioners is participating from a previous employer. There are also four retired elected officials participating in FRS. Audits of the 401 (A), 457 plans, and FRS are not included in auditing services requested by this RFP.

6. COMPONENT UNITS

The Hollywood Community Redevelopment Agency (CRA) is legally separate from the City of Hollywood. The two (2) districts of the Hollywood CRA are reported as part of the primary government, because their sole purpose is to finance and

redevelop the City's redevelopment area(s). The Hollywood CRA's financial balances and transactions are blended with those of the City in accordance with GASB Statement No. 14, "The Financial Reporting Entity" (as amended by GASB Statement # 34, 39, 61 and 80). The Hollywood CRA transactions are included in two (2) major funds of the City's audit covered by this RFP. In addition to the CAFR, effective October 1, 2019, the City will prepare stand-alone financial statements for the Hollywood CRA in accordance with Senate Bill 9. The City's three single employer pension plans (see Section I.B.5. of this RFP) are also blended with those of the City in accordance with GASB Statement 14. The City does not provide educational or hospital facilities. No other entities are part of the City operations.

7. MAGNITUDE OF FINANCIAL OPERATIONS

The Department of Financial Services consists of the following functions:

<u>Function</u>	<u>Number of Employees</u>
Administration	2
General Accounting	11
Procurement	9
Treasury	<u>18</u>
Total	40

Currently the City operates the computer system that produces utility bills and related information. The financial auditing services sought by this RFP will cover the financial information gathered, processed and reported by this system.

8. COMPUTER SYSTEMS

The Department of Information Technology provides information system design and support, computer program development and enhancement, service desk support, telecommunications and area network services and support to City departments.

The City of Hollywood's Financial applications (General Ledger, Accounts Payable, Purchasing, Purchasing, Budget Preparation, Fixed Assets and Payroll) utilize Oracle Cloud ERP software, through a Software as a Service (SaaS) agreement, with browser based thin client. Utility Billing is based on Tyler Systems Munis software which operates on City servers that was installed in 2015. The Oracle System went live in 2018, and replaced the previous GEMS application software which had been in use by the City since 1994.

Subsystems that interface (or have capability to interface) to General Ledger:

Fixed Assets	-	Oracle
Purchase Order	-	Oracle
Payroll/Personnel	-	Oracle

Utility Billing	-	Tyler Systems
Cash Receipts	-	Tyler Systems
Cash Management	-	Oracle
Accounts Receivable	-	Oracle
Miscellaneous Receivables	-	Tyler Systems
Budget Preparation	-	Oracle

Subsystems that are stand alone:

Building Permits / Code Enforcement
 Records Management
 Housing/Section 8
 False Alarms
 Parking Tickets
 Park & Rec Software
 Local Business Tax
 Emphasys (Sympro)

The City has replaced many systems in the last three years, and intends to continue updating and replacing systems that approach their end of life.

9. AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS

Interested proposers who wish to review prior years' CAFRs, Single Audits and management letters can access them at the City's website (www.hollywoodfl.org). The City of Hollywood will use its best efforts to make supporting working papers available to proposers to aid their response to this Request for Proposals.

C. DESCRIPTION OF THE HOLLYWOOD CRA

For a description and information on the Hollywood CRA, please see the information generally describing the Hollywood CRA on page 53 in the Notes to the Financial Statements in the City's 2019 CAFR, along with the financial information presented in the Budgetary Comparison Statements for the Beach and Downtown Funds of the Hollywood CRA on pages 140 and 141 of the 2019 CAFR respectively. The link to the 2019 CAFR is:

<http://www.hollywoodfl.org/DocumentCenter/View/17568/FY2019-CAFR->

Previous years' CAFRs are also available at the City's website:

<http://www.hollywoodfl.org/538/Annual-Financial-Pension-Fund-Reports>

D. TIME REQUIREMENTS

1. SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed annually by the Auditor no later than the dates indicated:

A. Interim Work

The Auditor shall complete annual interim work by September 30th.

B. Detailed Audit Plan

The Auditor shall provide the City of Hollywood/Hollywood CRA by September 30th, both a detailed audit plan and a list of all schedules to be prepared by the City of Hollywood/Hollywood CRA.

C. Fieldwork

The Auditor shall complete all fieldwork as agreed to in the audit plan.

D. Draft Reports

The Auditor shall have drafts of the audit report and recommendations to management available for review as agreed to in the audit plan.

2. DATE FINAL REPORT IS DUE

It is anticipated that the auditor will deliver the opinion letter, management letter, and all requested reports on or around March 15th of each year, subsequent to the year's audit. The City's and the CRA's records will be available for audit January 1st of each year.

3. CITY COMMISSION PRESENTATION

The audit report will be presented to the City Commission/CRA Board at their normally scheduled meetings immediately following receipt of the printed reports (presentation anticipated to be April or May of each year).

E. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

1. FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

City/CRA staff and responsible management personnel will be available during the provision of services to assist the Auditor by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Hollywood/Hollywood CRA. In addition, clerical support will be made available to the Auditor for the preparation of routine letters and memoranda.

2. INFORMATION TECHNOLOGY (IT) ASSISTANCE

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

3. WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The City of Hollywood/Hollywood CRA will provide the Auditor with reasonable work space, desks and chairs. The Auditor will also be provided with access to telephone lines, internet access, photocopying facilities, and facsimile machines.

4. REPORT PREPARATION

Report preparation, editing and printing shall be the responsibility of the City of Hollywood/Hollywood CRA.

A. SUBMISSION REQUIREMENTS

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waive irregularities and technicalities, and request new Proposals. The City/CRA also reserves the right to award any resulting agreement as it deems will best serve the interests of the City/CRA.

FORMAT

1. TITLE PAGE

Show the Request for Proposals subject, the name of your firm, address, telephone number, name of contact person and date.

2. TABLE OF CONTENTS

Clearly identify the material by section and page number.

3. LETTER OF TRANSMITTAL

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

4. MANDATORY ELEMENTS

See E. Mandatory Elements Section of this RFP.

5. TECHNICAL QUALIFICATIONS

See F. Technical Qualifications Section of this RFP.

6. OTHER REQUIREMENTS

See G. Other Requirements Section of this RFP.

7. SEALED DOLLAR COST BID

See H. Sealed Dollar Cost Bid Section of this RFP.

8. AUDIT TIME SCHEDULE

Provide a detailed time schedule for this audit, including when the various personnel classifications will be assigned to the engagement.

9. REQUIRED FORMS

- a. Hold Harmless and Indemnity Clause
- b. Non-Collusion Affidavit

- c. Sworn Statement Pursuant to Section 287.133(3)(a)
- d. Certifications Regarding Debarments, Suspensions and Other Responsibilities Matters
- e. Drug-Free Workplace Program
- f. Solicitation, Giving and Acceptance of Gifts Policy
- g. Reference Questionnaire
- h. Exhibit A – Parts 1 and 2, Sealed Dollar Cost Bid

B. CLARIFICATIONS / QUESTIONS

For information concerning procedures for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Steve Stewart, Assistant Director of Financial Services for Procurement at sstewart@hollywoodfl.org or by phone at (954) 921-3628, or Paul Bassar, Contract Compliance Administrator, at pbassar@hollywoodfl.org or (954) 921-3200. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync at least 10 calendar days prior to the proposal due/opening date.**

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your proposal prior to submittal, which are exempt from Florida Statutes Chapter 119, (Public Records Law).

C. INSURANCE REQUIREMENTS

See General Terms and Conditions, Section 1.56 Insurance Requirements.

D. OTHER CONSIDERATIONS

1. The City/CRA reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City/CRA Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposals is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP become the property of the City of Hollywood/Hollywood CRA and will be returned only at the option of the City/CRA. The City/CRA has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. After initial review of the Proposals, the City/CRA may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City/CRA shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.
7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City/CRA further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City/CRA also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City/CRA for any reason, the City/CRA shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City/CRA.

8. Vendors conducting business with the City of Hollywood/Hollywood CRA whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit <http://sunbiz.org/> to register your company or for further question regarding registration.

9. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

E. MANDATORY ELEMENTS

The following are considered to be Mandatory Elements. These must be addressed and included in the RFP response. Omission of these elements may be considered cause for being found to be non-responsive.

1. INDEPENDENCE

- A. The firm shall provide an affirmative statement that it is independent of the City of Hollywood and/or the Hollywood CRA as defined by generally accepted auditing standards and the U.S. General Accounting Office's **Government Auditing Standards**.
- B. The firm should list and describe the firm's professional relationships, if any, involving the City of Hollywood and/or the Hollywood CRA for the past five (5) years.

2. CONFLICT OF INTEREST

The proposal must also disclose any potential conflicts of interest due to any other client's contract or property interests or **include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest**. Any potential conflict of interest listed by a firm will be reviewed by the City/CRA Attorney to determine its substantiveness. If the conflict of interest is found to be substantive, the proposal will be rejected.

3. LICENSED TO PRACTICE IN FLORIDA

An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida in accordance with Florida regulations.

4. ADHERE TO ALL RFP INSTRUCTIONS

All instruction contained within the RFP document must be adhered to, including the submission of all requested information and forms.

5. EXTERNAL QUALITY CONTROL REVIEW REPORT

Provide a copy of the most recent external peer review, and whether it includes a review of the quality of specific government audits. Also provide a copy of any

desk or field reviews of audits by Federal or State agencies within the last three years.

6. OFFICE LOCATION

Provide the location of the firm's field office in Broward, Miami-Dade or Palm Beach Counties.

7. AUDIT COMPLETION

Provide an affirmative statement assuring audit completion.

8. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Provide an affirmative statement indicating the firm is capable of creating a Comprehensive Annual Financial Report (CAFR) which complies with the provisions of the Americans with Disabilities Act (ADA).

9. GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

The City will submit its CAFR to the Government Finance Association of the United States and Canada (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated the auditor will be required to provide any special assistance deemed necessary to the City in order to meet the requirements of that program. The firm must indicate the percentage of municipal CAFRs performed during the last three years which have received the GFOA Certificate of Achievement for Excellence in Financial Reporting (applicable to the City audit only, not CRA).

F. TECHNICAL QUALIFICATIONS

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

1. GENERAL REQUIREMENTS

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City of Hollywood/Hollywood CRA in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The technical proposal should address all of the points outlined in the Request for Proposals. In particular, those requirements identified as Mandatory Elements in Section II, E. of this RFP must be met for the proposal to be fully evaluated. 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 2 through 5, **must** be included.

2. FIRM QUALIFICATIONS AND EXPERIENCE

- A. Provide a description of the firm. The proposal should state whether the firm is national, regional or local. Describe the overall firm, including its size, range of activities, the size of the firm's governmental audit staff and the location of the offices from which the staff assigned to this engagement will be based.
- B. The firm shall also provide information on the results of the most recent peer review, and whether it includes a review of the quality of specific government audits.
- C. The firm shall also provide information on any federal or state desk reviews or field reviews of its audits during the past three (3) years.
- D. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff during the past three (3) years with state regulatory bodies or professional organizations.
- E. The firm shall provide a summary of any litigation or proceeding whereby, during the past five years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal.
- F. The firm shall provide a financial statement, annual report or other similar evidence of proposer's financial stability.

3. PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

- A. Identify the audit partner, manager and each individual who will work as part of the audit engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix. The resumes must include documentation that the individuals assigned to the audit meet the professional education requirements necessary to perform governmental audits, including adequate continuing professional education within the preceding two (2) years.
- B. Identify and provide resumes for staff or consultants responsible for ensuring the CAFR complies with the provisions of the ADA, including information on related continuing professional education.

- C. Describe the experience in conducting similar audits of agencies for each of the individuals assigned to the engagement. Also describe the firm's management support personnel available for technical consultation.
- D. Describe the organization of the proposed audit team, including ADA compliance staff, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- E. Engagement partners, managers, other supervisory staff and specialists may be changed with the express prior written permission of the City of Hollywood/Hollywood CRA if those personnel leave the firm, are promoted or are assigned to another office. Those personnel may also be changed for other reasons. In either case, the City of Hollywood/Hollywood CRA retains the right to approve or reject replacements.

4. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- A. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant government engagements in the State of Florida performed in the last five (5) years that are similar to the engagement described in this Request for Proposals. Show engagements that are for municipalities of similar size and scope to the City of Hollywood or greater. If proposing for the Hollywood CRA only, list and rank the five most significant engagements of similar size and scope to the Hollywood CRA. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. The City/CRA reserves the right to contact the above-mentioned references and any other clients.
- B. Provide the names and contact information of at least three other governments, preferably of similar size and scope, for which the auditor has recently performed audits.

5. SPECIFIC AUDIT APPROACH

The Proposal must set forth the proposed schedule of the engagement. It must include a work plan, including an explanation of the audit methodology to be followed to perform the services required in this Request for Proposals.

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

- A. Set forth the proposed schedule of the engagement, including any proposed segmentation of the engagement.

- B. Staffing assignments and levels to be designated to each proposed segment of the engagement.
- C. Describe sampling techniques.
- D. Discuss the extent of evaluation and use of electronic data processing software in the engagement.
- E. Describe the analytical procedures which will be used.
- F. Describe the approach to be taken to gain and document an understanding of the internal control structure.
- G. Describe the approach to be taken in determining laws and regulations that will be subject to audit test work.
- H. Describe the approach to be taken in determining audit samples for purposes of test compliance.
- I. Describe any municipal staff support anticipated for the engagement.
- J. Describe the quality control or internal review process the firm provides of the audit and/or financial statements.

G. OTHER REQUIREMENTS

1. 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 Hollywood/Hollywood CRA.

2. ADDITIONAL INFORMATION

This section shall include the following items:

- A. Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Florida, another state or a foreign country.
- B. Provide the Federal Employer ID number of the proposer.
- C. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

H. SEALED DOLLAR COST BID

1. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

The sealed dollar bid, to be provided in the format of attached Exhibit A, Parts 1 and 2, should contain all pricing information relative to performing the audit engagement as described in this Request for Proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. Please note that if proposing for both the City and the CRA, separate Sealed Dollar Cost Bids should be provided for each entity.

The City of Hollywood/Hollywood CRA will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

Proposal should include the following information:

- A. Name of Firm.
- B. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Hollywood and/or the Hollywood CRA.
- C. Professional rates.
- D. Out-of-pocket expenses.
- E. A total all-inclusive maximum price for the original 3-year engagement.

2. RATES BY PARTNER, SPECIALIST, SUPERVISORY AND STAFF LEVEL TIMES HOURS ANTICIPATED FOR EACH

The sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attached Exhibit A - Part 2, that supports the total all-inclusive maximum price. The cost of special services described in Section I.A.5. of this Request for Proposals will be at quoted rates to be negotiated at the time services are requested.

3. OUT-OF-POCKET EXPENSES INCLUDED IN THE TOTAL ALL-INCLUSIVE MAXIMUM PRICE AND REIMBURSEMENT RATES

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the sealed dollar cost bid in the format provided in the attached Exhibit A, Part 2. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. In addition, a statement must be included in the sealed dollar cost bid stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

4. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City of Hollywood or Hollywood CRA to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the City of Hollywood/Hollywood CRA and the firm. Any such additional work agreed to between the City of Hollywood/Hollywood CRA and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

5. GRAND TOTAL PRICE

Use Part 1 of Exhibit A, Sealed Dollar Cost Bid, to provide the total all-inclusive price for the three-year contract as supported by Part 2 of Exhibit A, Schedule of Professional Fees and Expenses, for every year of the contract. Separate Sealed Dollar Cost Bids should be provided for the City and the CRA.

Proposers must make their best efforts in projecting annual costs based on expected staff costs and implementation of new pronouncements. PROPOSED MAXIMUM PRICE WILL NOT BE ADJUSTED FOR BASIC SERVICES REQUESTED BY THIS RFP, EXCEPT UNDER JUSTIFIED EXTRAORDINARY CIRCUMSTANCES.

6. MANNER OF PAYMENT

Payments will be based on a schedule of payments to be developed upon awarding of the contract. The City reserves the right to inspect records supporting the Auditor's billings.

I. EVALUATION OF PROPOSALS

1. AUDITOR SELECTION COMMITTEE

Proposals submitted will be evaluated by the Auditor Selection Committees as appointed by the City of Hollywood and the Hollywood CRA.

2. REVIEW OF PROPOSALS

The Auditor Selection Committees will use a point formula during the review process to score proposals. Each member of the Auditor Selection Committee will first score each proposal using the criteria described in Sections 5 and 7 (Technical Qualifications and Local Preference) below. The full Auditor Selection Committees will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptable low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the **sealed dollar cost bid** (representing the criteria described in Section 6 below) will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

The City of Hollywood/Hollywood CRA reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

3. EVALUATION CRITERIA

Proposals will be evaluated using the criteria described in Sections 5 – 7 below. Firms meeting the mandatory elements will have their proposals evaluated and scored for technical qualifications, price and local preference. The following represent the principal selection criteria which will be considered during the evaluation process.

4. MANDATORY ELEMENTS

- A. The audit firm is independent and licensed to practice in Florida.
- B. An affirmative attestation as to no conflicts of interest.
- C. An affirmative attestation indicating the firm and all assigned key professional staff are registered/licensed public auditors in the State of Florida.
- D. The firm adheres to all RFP instructions in preparing and submitting the proposal.

- E. The firm submits a copy of its most recent external quality control review report.
- F. The firm provides the location of a field office in Broward, Miami-Dade or Palm Beach Counties.
- G. An assurance of audit completion is provided.
- H. An affirmative statement is made indicating the firm is capable of creating a CAFR which complies with the provisions of the ADA.
- I. The firm indicates the percentage of municipal CAFRs performed during the last three years which have received the GFOA Certificate of Achievement for Excellence in Financial Reporting (applicable to the City audit only, not CRA). At least 80% is preferred.

5. TECHNICAL QUALIFICATIONS: (maximum score: 80 points)

A. Qualifications and Experience (maximum score: 20 points)

- I. A description of the firm.
- II. A report on the most recent peer review, and whether it includes a review of the quality of specific government audits.
- III. Information on results of any federal or state desk or field reviews of its audits during the last five years.
- IV. Information on circumstances and status of any disciplinary action taken or pending against the firm or any of the professional staff during the past three years with State regulatory bodies or professional organizations.
- V. A summary of any litigation against the proposer in the past five years which is related to the services the proposer provides in the regular course of business.
- VI. A financial statement, annual report or other similar evidence of proposer's financial stability.

B. Partner, Supervisory and Staff Qualifications and Experience (maximum score: 20 points)

- I. Identification and provision of resumes for staff to be assigned to the audit, including information on continuing professional education.
- II. Identification and provision of resumes and staff or consultants responsible for ensuring the CAFR complies with the provisions of the ADA, including information on related continuing professional education.

- III. Experience in conducting similar government audits by the individuals to be assigned to the engagement.
- IV. The organization of the proposed audit team, including ADA compliance staff or consultants.

C. Similar Engagements (maximum score: 20 points)

- I. A list and rank of the five most significant municipal government engagements in the State of Florida within the last five years that are similar to the engagement described in this RFP, excluding any previous engagements with the City of Hollywood, if applicable. Engagements should be for municipalities of similar size and scope to the City of Hollywood. If proposing on the CRA only, then a list and rank of the five most significant engagements of similar size and scope to the CRA.
- II. A list of the names and contact information of at least three other governments, preferably of similar size and scope, for which the proposer has recently performed audits.

D. Specific Audit Approach (maximum score: 20 points)

- I. The proposed schedule of the engagement.
- II. The staffing assignments and levels to be designated to each proposed segment of the engagement.
- III. A description of the sampling techniques which will be used.
- IV. A discussion of the extent of use of electronic data processing software.
- V. A description of the analytical procedures which will be used.
- VI. A description of the approach to be taken in determining laws and regulations that will be subject to audit test work.
- VII. A description of the approach to be taken in determining audit samples for purposes of test compliance.
- VIII. A description of municipal staff support anticipated for the engagement.

6. **PRICE** (maximum score: 20 points)*

The firm providing the lowest price to the City will receive the maximum of 20 points, all others will receive points based on the following formula:

$$20 - [20 \text{ points} \times (\text{total cost} - \text{lowest total cost}) / \text{lowest total cost}]$$

Note: If the result is a negative number, the score assigned will be 0.

Example: Proposal 1: \$100,000
 Proposal 2: \$130,000

Proposal 1 being the lowest, would achieve a score of 20 points.

Proposal 2 would achieve a score of 14 point, calculated as follows:
 $20 - [20 \times (\$130,000 - \$100,000) / \$100,000] = 14$ points

Cost will not be the primary factor in the selection of an auditor.

7. LOCAL PREFERENCE (score: 5 points)

Local preference in the form of 5 points will be assigned to each firm identified as a Local Hollywood Vendor. As outlined in the City of Hollywood Code of Ordinances, a Local Hollywood Vendor shall mean a business entity that has maintained a permanent place of business with full-time employees within the City limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business must be the primary place of business of the entity and may not be a post office box or a personal residence. The business must actually distribute goods, supplies, materials, equipment or services from the permanent place of business. The business must have a current local business tax receipt from the City and must not be publicly traded.

MAXIMUM POINTS: 105

The City/CRA reserves the right to award any resulting agreement as it deems will best serve the interests of the City/CRA.

J. ORAL PRESENTATIONS

During the evaluation process, the Auditor Selection Committee may, at its discretion, request firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Auditor Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

K. FINAL SELECTION

The City of Hollywood/Hollywood CRA will select the firm which meets the best interests of the City/CRA. The City/CRA shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City/CRA's decision will be final.

The firm(s) will be selected in a timely manner following oral presentations (if requested). Following notification of the firm(s) selected, a Letter of Engagement will be delivered to the City/CRA. In addition, a contract similar to the one

designated as Exhibit B to this RFP will be executed between the City/CRA and the Auditor.

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

_____, the contractor, shall indemnify, defend and hold harmless the City of Hollywood/Hollywood CRA, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page may render your proposal non-responsive.

NON-COLLUSION AFFIDAVIT**STATE OF:** _____**COUNTY OF:** _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____
Title

Failure to sign or changes to this page may render your proposal non-responsive.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to

by _____ for _____ (Print
individual's name and title) (Print name of entity submitting sworn statement) whose business
address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires _____
(Type of identification)

(Printed, typed or stamped
name of notary

commissioned
public)

Failure to sign or changes to this page may render your proposal non-responsive.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

Failure to sign or changes to this page may render your proposal non-responsive.

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ SIGNATURE	_____ PRINTED NAME
_____ NAME OF COMPANY	_____ TITLE

Failure to sign this page may render your proposal non-responsive.

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

1. **Q:** What was the dollar value of the contract?

A:

2. Have there been any change orders, and if so, how many?

A:

3. **Q:** Did they perform on a timely basis as required by the agreement?

A:

4. **Q:** Was the project manager easy to get in contact with?

A:

5. **Q:** Would you use them again?

A:

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ 5 *Excellent* ☐ 4 *Good* ☐ 3 *Fair* ☐ 2 *Poor* ☐ 1 *Unacceptable*

7. **Q:** Is there anything else we should know that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT A – PART I SEALED DOLLAR COST BID

**FINANCIAL AUDITING SERVICES FOR FISCAL YEARS ENDED SEPTEMBER 30,
2021 – 2023**

Price for Fiscal Year 2021 (per attached Part 2) \$ _____

Price for Fiscal Year 2022 (per attached Part 2) \$ _____

Price for Fiscal Year 2023 (per attached Part 2) \$ _____

Grand Total Price for Financial Auditing Services (3 Years) \$ _____

EXHIBIT A – PART 2 SEALED DOLLAR COST BID

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Quote
Partners				
Managers				
Supervisory Staff				
Other (Specify)				
Subtotal				
Other Expenses: (Specify below)				

TOTAL PRICE FOR FISCAL YEAR

\$ _____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total price.

Other Expenses Detail

EXHIBIT B**SAMPLE CONTRACT**

(For CRA, references to City would be replaced with Hollywood **CRA**)

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2021, by and between CITY OF HOLLYWOOD, a Municipal Corporation of the State of Florida, hereinafter the CITY, and _____ () an individual, () a partnership, () a corporation authorized to do business in the State of Florida, whose principal office is located in _____, hereinafter referred to as the CONSULTANT whose Federal I.D. or Social Security number is _____.

WHEREAS, based on a recommendation of its City Manager, the City of Hollywood desires to employ a consultant to conduct a _____; and

WHEREAS, the City Commission selected _____ and authorized the negotiation of contractual terms;

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of _____ as more specifically set forth in the Scope of Work detailed in Exhibit "A" which is incorporated herein in its entirety.

The CONSULTANT'S Representative shall be

(Telephone No.).

The CITY'S Representative shall be

(Telephone No.).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit __ which is incorporated herein in its entirety.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for all services and materials including "out of pocket" expenses (specified in paragraph C below) and also including any approved subcontracts shall not exceed a total contract amount of () Dollars (\$). The CONSULTANT shall notify the City's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the CITY from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CITY'S Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City Manager's Office for review and approval and then to the CITY'S Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the CITY Representative's approval, provided however, that the CITY will retain ten (10) percent of each monthly payment as security for final contract completion. In addition to detailed invoices, upon request of the CITY'S Representative or the City Manager, CONSULTANT will provide CITY with detailed periodic Status Reports on the project.
- C. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed () Dollars (\$). All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the CITY'S Representative and to the Financial Services Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. All out-of-pocket reimbursables and expenses shall be billed at actual amount paid by CONSULTANT, with no markup.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This final invoice shall also

certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the CITY. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. Should the CITY determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S Representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice from the CITY'S Representative or the City Manager to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the CITY'S right to terminate this Contract for convenience. Termination for cause by the CITY shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CITY as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the CITY'S Representative and written approval must be granted by the CITY'S Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to CITY without the prior written approval of the CITY'S Representative. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY'S acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the

CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 2016 Operating Budget for this contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

This space intentionally left blank.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

B. Personal Injury

1.	Annual Aggregate	\$1,000,000
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2. Comprehensive Automobile Liability

Comprehensive Automobile Liability for all vehicles used in the performance of this Contract:

A. Single Limit Bodily Injury & Property Damage

1.	Each Occurrence	\$500,000
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Coverage shall include owned, hired and non-owned vehicles.

The City of Hollywood must be named as an additional insured for the Automobile and Commercial General Liability coverage.

3. Professional Liability

Professional Liability with limits not less than \$_____. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

CONSULTANT shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

4. Workers' Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide

Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

- | | | |
|----|-----------------------|-----------|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | \$500,000 |

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT agrees to indemnify and hold harmless and defend the CITY, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorney's fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of CONSULTANT, its agents, servants, or employees, in the performance of services under this Contract, (b) any breach or misconduct by the CONSULTANT of this Contract, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the CONSULTANT herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Twenty-five (\$25.00) Dollars of the amount paid to CONSULTANT is given as separate, distinct and independent consideration for the CONSULTANT'S grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The CONSULTANT shall not pledge the CITY'S credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of

documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the City Manager, and if such amendment is in excess of \$25,000 it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission.

The CITY shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

P.O. Box 229045
Hollywood, Fl. 33022-9045

and if sent to the CONSULTANT shall be mailed to:

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the CITY, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to CITY within ten (10) days of notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

Attest:

CITY OF HOLLYWOOD, FLORIDA,
a municipal corporation
of the State of Florida

Patricia A. Cerny, MMC,
City Clerk

BY: _____
Josh Levy, Mayor

Approved: _____
Melissa Cruz
Director,
Department of Financial Services

Witness: _____

As To City: _____

As To City: _____

Endorsed as to Form and Legality

Douglas Gonzalez, City Attorney

Consultant:

_____ Company Name:

_____ By:
Signature:

_____ Typed Name:

_____ Title:
(President Or Other Authorized Officer)

As To Consultant

As To Consultant

Attest:

Corporate Secretary
(Affix Corporate Seal)