



REQUEST FOR PROPOSAL

FY2009-2010-008

AUDIT SERVICES FISCAL YEAR 2010, 2011 AND 2012

**Prepared by:
City of Hallandale Beach
Departments of Finance and
General Services/Purchasing Department**

PRE-PROPOSAL MEETING IS SCHEDULED FOR FRIDAY, APRIL 9, 2010 AT 11:00 A.M., @ CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA.

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS NOT MANDATORY.

LAST DAY TO SUBMIT WRITTEN QUESTIONS WILL BE FRIDAY APRIL 9, 2010 BY 4:00 P.M.

ALL QUESTIONS ARE TO BE SUBMITTED VIA EMAIL ONLY TO:

General_Services_Office@hallandalebeachfl.gov

PROPOSALS MUST BE SUBMITTED IN FIVE (5) COMPLETE SETS IN A SEALED ENVELOPE AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD PLAINLY IDENTIFIED AS "RFP # FY 2009-2010-008 AUDIT SERVICES."

PROPOSALS ARE DUE: FRIDAY APRIL 16, 2010 BY NO LATER THAN 4:00 PM.

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UNABLE TO SUBMIT FORM - REQUEST FOR PROPOSAL (RFP)? We sincerely hope this is not the case. If your firm cannot submit a RFP at this time, please provide the information requested in the space provided below and return:

WE _____ HAVE RECEIVED THE
RFP (COMPANY NAME)

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

**RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009**

SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM

NOTICE OF REQUEST FOR PROPOSAL

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“Any 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2010.

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ITEM: REQUEST FOR PROPOSALS: RFP # FY 2009-2010-008 AUDIT SERVICES FISCAL YEAR 2010, 2011 AND 2012

I. PURPOSE AND INTENT OF REQUEST FOR PROPOSAL (RFP)

Pursuant to Florida Statutes, Chapter 218.391 (Auditor Selection Procedures), the City of Hallandale Beach is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2010, 2011 and 2012 for the initial contract period of three (3) years. The City has the option of extending the contract for three (3) additional one (1) year terms not to exceed a total contract term of six (6) years.

The auditor's principal contact with the City of Hallandale Beach during the proposal process will be Patricia Ladolcetta, Director of Finance, (954)457-1371. During the audits, the principal contact will be Gail Cabrera, Senior Accountant, (954) 457-1365.

The City of Hallandale Beach is a City Manager/Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000. The City's fiscal year begins October 1 and ends September 30th. The City of Hallandale Beach provides the following services to its residents:

- Police and Fire Rescue
- Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community and recreational facilities
- City planning, zoning, subdivision and building code regulation and enforcement
- Supervised recreation programs
- Redevelopment of declining commercial and residential neighborhoods
- Water, Sewer, Sanitation and municipal cemetery services

Fund Structure

Fund Type	Number of Individual Funds
General Fund	1
Special Revenue Funds	8
Capital Projects Funds	2
Enterprise Funds	5
Internal Service Funds	4
Pension Trust	4
Permanent	1
Agency Fund	2

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Pension Plans

The City of Hallandale Beach maintains three separate defined benefit retirement systems; the Police/Fire Plan, General Employees Plan and the Professional/Management Plan. The Police/Fire plan is administered by a separate Board of Trustees, while the other two utilize the City Commission as the Board. In all plans the City is responsible for funding liabilities based upon actuarial valuations. The auditors are required to issue an opinion that includes the General Employees Plan and the Professional/Management Plan. The Police/Fire Plan is separately audited by another independent auditing firm.

Availability of Prior Reports

Interested proposers who wish to review prior years' Comprehensive Annual Financial Reports may visit the City's website, <http://www.hallandalebeach.org/index.aspx?nid=536>, and any additional reports not found on the City's website must be requested through the City Clerk's Office at 954-457-1340.

II. PROPOSAL MINIMUM QUALIFICATIONS:

To be eligible to respond to this RFP, firms must meet the following minimum qualifications:

- a) The audit firm is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida.
- b) Have performed audits and related services for a minimum of ten (10) years.
- c) The audit firm maintains a permanent office in Broward, Palm Beach and/or Dade County, Florida.
- d) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards.
- e) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Hallandale Beach.

III. SCOPE AND OBJECTIVES:**A. Scope of Services**

The City desires the auditor to express an opinion on the fair presentation of its Comprehensive Annual Financial Report in conformity with generally accepted accounting principles.

The City also desires the Auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles.

B. Auditing Standards

The audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards set forth for financial audits in the U.S. General Accounting Office's (GAO), Government Auditing Standards (1988);
- The provisions of the Federal Single Audit Act (as amended);
- The provisions of the Florida Single Audit Act (as amended);
- U.S. Office of Management and Budget (OMB) Circular 133 as well as the following additional requirements;
- Florida Statutes;
- State of Florida Department of Banking and Finance Regulations;
- Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
- Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide;
- Any other applicable Federal, State and local laws or regulations.

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Following the completion of the audit, the auditor shall issue:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
- A report on compliance and on internal control over financial reporting;
- In the event the City receives Federal and/or State financial assistance, a report on compliance and on internal control over compliance with laws and regulations related to major Federal and/or State financial assistance programs.
- As applicable, a schedule of findings and questioned costs.
- A management letter in accordance with the Rules of the Auditor General of the State of Florida.

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

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management which shall be referred to in the report on internal controls.

The report on compliance shall include all instances of noncompliance unless clearly inconsequential.

Fraud and Illegal Acts: The auditors shall be required to issue an immediate written report to the City Manager and the City Commission of all fraud and illegal acts or indications of illegal acts of which they become aware.

The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with generally accepted accounting principles no later than March 15, for the previous fiscal year ending September 30, along with the other required reports mandated by Government Auditing Standards, the Single Audit Act and the Auditor General of the State of Florida.

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Staff of the Finance Department and responsible management personnel will be available during the audit to assist the firm in providing additional information, documentation, and explanations.

The preparation of confirmations shall be the responsibility of the City of Hallandale Beach.

The Finance Director of the City, or designee, will act as coordinator for the audit.

The City will provide reasonable workspace, tables, chairs, telephone access, photocopying facilities, and facsimile services for the on-site audit staff.

Comprehensive Annual Financial Report (CAFR) preparation shall be the responsibility of the City. The auditor shall deliver to the City both an original hard copy of the CAFR and the electronic file of the CAFR for the City's use, as well as, a minimum of thirty (30) printed bound copies for distribution.

The City will prepare the State of Florida Annual Local Government Financial Report.

Any cost or charge incurred not associated with the engagement will be paid by the auditor.

E. Special Considerations

The City anticipates submitting its financial statement in order to receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. It is anticipated that the auditor will provide technical assistance and review the report for compliance with the requirements of that program prior to submission.

The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with generally accepted accounting principles.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

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- City of Hallandale Beach;
- U.S. General Accounting Office (GAO);
- Parties designated by the Federal or State agencies or by the City as part of an audit quality review process;
- Auditors of entities of which the City of Hallandale Beach is a sub-recipient of grant funds;
- In addition the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Time Requirements

G. Schedule for Fiscal Years Audit

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

1. Interim Work: The auditor shall complete interim work in August or September of the fiscal year to be audited.
2. Detailed Audit Plan: The auditor shall provide the City of Hallandale Beach, no later than September 30th of each fiscal year, a detailed audit plan and list of all schedules to be prepared by the City of Hallandale Beach.
3. Fieldwork: The auditor shall commence no sooner than January 2.
4. Any change to the above stated dates must be provided in writing to the Finance Director at least one week prior to the scheduled due date.

H. Progress Reporting and Exit Conferences

Progress conferences will be held with key Budget and Finance Department personnel throughout the engagement.

Exit conference will be held with key Budget and Finance Department personnel and the City Manager or his designee before the final issuance of the CAFR.

IV. CONTRACT TERM:

The initial contract period shall be three (3) year, commencing upon award by the City Commission for fiscal year ending September 30, 2010, 2011 and 2012 for an initial contract period of three (3) years. The City has the option of extending the contract for three (3) additional one (1) year terms not to exceed a total contract term of six (6) years.

Contract may be cancelled within thirty (30) days written notice by the City of Hallandale Beach, provided the services rendered by the firm during the contract period(s) are satisfactory and the funding is available as appropriated on an annual basis.

City Manager may have the option to extend the contract for subsequent periods in the best interest of the City.

V. CONTRACT PRICING INCLUDING RENEWALS:

Total all-inclusive maximum price, to include all direct and indirect costs, including all out of pocket expenses outlining number of hours and hourly rate per professional staff position. Fees shall be submitted for each fiscal year. It shall be understood that, if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contractual term, regardless of changes in accounting principles, or State and Federal laws, rules, and requirements associated with the annual financial report.

No price increase will be accepted during the initial contract periods which are three (3) years. Renewal terms allow for a request for a price increase at the time of renewal based on proposer's cost submitted for this RFP. Annual increases during the renewal terms are not to exceed five percent (5%). No more than one (1) price increase will be accepted during any renewal period.

If mutually acceptable to the City and the proposer each annual contract renewal shall be executed through annual purchase order(s).

VI. SUBMISSION AND RECEIPT OF PROPOSALS:

- A. Proposals to receive consideration must be received on or prior to the specified time and date of receipt, as designated in the RFP. No late Proposals will be accepted. The clock located in the City of Hallandale Beach City Clerk's Office is the official time stamp for receipt of proposals.
- B. Unless otherwise specified proposers **MUST** use the request for proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposals. Removal of any part of the proposal form may invalidate response. The requested information may be presented in a different format as long as the information is complete.

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C. Proposals having any erasure or corrections MUST be initialed by the proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed in pen and ink.

D. **A PRE- PROPOSAL MEETING IS SCHEDULED FOR FRIDAY, APRIL 9, 2010 AT 11:00 AM AT THE CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX LOCATED AT 400 SOUTH FEDERAL HIGHWAY, COMMISSION CHAMBERS, HALLANDALE BEACH, FLORIDA 33009. ATTENDANCE AT THIS MEETING IS HIGHLY RECOMMENDED AS A SOURCE OF INFORMATION, BUT IS NOT MANDATORY.**

E. **LAST DAY TO SUBMIT WRITTEN QUESTIONS WILL BE FRIDAY, APRIL 9, 2010 4:00 P.M.**

SUBMIT QUESTIONS TO THE CITY OF HALLANDALE BEACH, GENERAL SERVICES DEPARTMENT AT 400 S. FEDERAL HIGHWAY, ROOM 242, HALLANDALE BEACH, FL 33009 VIA EMAIL, General_Services_Office@hallandalebeachfl.gov.

F. **PROPOSALS MUST BE SUBMITTED IN FIVE (5) COMPLETE SETS IN A SEALED ENVELOPE AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD PLAINLY IDENTIFIED AS "RFP #FY2009-2010-008 – AUDIT SERVICES" IN THE BOTTOM LEFT-HAND CORNER OF EACH ENVELOPE. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH, FLORIDA
CITY CLERK'S OFFICE
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009

NOTE #1: FAILURE TO COMPLY WITH ALL ITEMS STATED IN THE RFP MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

NOTE #2: SUMMARY PROPOSAL RESULTS WILL NOT BE AVAILABLE UNTIL CITY COMMISSION ACTION HAS AWARDED THE ITEM(S).

G. **DATE/TIME OF REQUEST FOR PROPOSAL SUBMITTAL:**
IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE CITY CLERK'S OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE FRIDAY, APRIL 16 2010 @ 4:00 P.M.

H. **PROPOSAL ACCEPTANCE PERIOD:**
 Proposer warrants by virtue of submitting a proposal that prices, terms and conditions quoted will remain firm for acceptance by the City for a period of ninety (90) days from the date of proposal receipt, unless otherwise stated by the City.

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- I. TRAINING, WARRANTY, AND SUPPORT:
All training the City is to receive during the course of this project should be outlined including location, cost, pre-requisite knowledge, and topics. The proposer shall provide information on the warranty provided for the proposal system. All support options, methods of contracts, costs, must be listed.
- J. DEFAULT PROVISION:
In case of default by the successful proposer, the City of Hallandale Beach may procure the items or services from other sources and hold the proposer or contractor responsible for any excess cost occasioned or incurred thereby.
- K. FAILURE TO SUBMIT RESPONSE:
If you do not submit response, PLEASE return the form, “**UNABLE TO SUBMIT A PROPOSAL**”, stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City’s proposal mailing list.
- L. SIGNED PROPOSAL CONSIDERED AN OFFER:
The signed proposal shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida, and in case of default on the part of the successful contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.
- M. VARIATIONS TO THE SPECIFICATIONS:
For purposes of evaluation, proposer MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.
- N. RESERVATION FOR REJECTION AND AWARD:
The City of Hallandale Beach reserves the right to accept or reject any or all proposals, or parts of proposals, to waive any informalities or irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). The City reserves the right to cancel the contract by giving thirty (30) days written notice.

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Sealed Proposals received by the City of Hallandale Beach and will be evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and City Administrative Policies.

No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R12 – Purchasing Procedures, City (Municipal) Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal. The City reserves the right to negotiate. These negotiations may be held with one or more proposers, as it is deemed in the best interest of the City.

P. OMISSION OF INFORMATION:

Any omission of detailed specifications stated herein, that would render the materials services not suitable for use as specified, will not relieve the proposer from responsibility.

Q. ADDENDA TO PROPOSAL:

The City reserves the right to amend this proposal or request additional clarifying information from any or all proposers prior to determination of contract award. Any changes to this proposal will be brought to the attention of all prospective proposers. Only written Addenda will be binding. Please indicate receipt of Addenda. The undersigned hereby acknowledges receipt of Addenda No _____, that he fully understands each of same, and that a copy of each is bound herein as required in the Instructions to Proposers, and is part of this submittal.

R. TAXES:

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. Exemption certificate shall be provided on requests.

S. VENDOR NOTE:

If the Company President does not sign the (Bid/Proposal) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

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THIS IS NOT AN ORDERT. CONTRACT AWARD:

The City reserves the right to award more than one contract for each service or multiple services wholly or in phases or any other combination of services as a result of this Request for Proposal if it is deemed to be in the best interest of the City.

U. INSURANCE REQUIREMENT:

Proposer must submit with the proposals copies of the Certificate of Insurance for general liability, workers compensation and auto as outlined on the attached City's Form Agreement. The successful contractor must provide original certificate of insurance prior to commencing services, at its own expense, naming City of Hallandale Beach as additional insured, with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the contract.

V. HOLD HARMLESS AGREEMENT/INDEMNITY:

See City's Form Agreement Article 6, attached City's Form Agreement.

W. CONE OF SILENCE:

The City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the City. Following an evaluation of responses received for bids, request for proposals, and other purchases, the City Manager shall have the authority to recommend to the City Commission award of contracts. After placement on the agenda, the City Commission reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager. In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's office prior to contacting a member or members of the City Commission regarding a City procurement. Lobbyists shall cease all contact and communication with the City Commission within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter, unless contacted by a City Commissioner, through the City Manager, and previously registered pursuant to the lobbyist ordinance.

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X. PROTEST:

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than ten (10) calendar days of approval of a contract by City Commission.

VII. PROPOSAL REQUIREMENTS:

A. Submission of Proposals

The following material should be submitted for a proposing firm to be considered: Five (5) complete proposals and one (1) electronic true and exact copy on a CD to include the following:

1. Title Page: It should show the request for proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

B. Technical Proposals

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 Hallandale Beach in conformity with the requirements of this request for proposals. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications and experience of the firm 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 points outlined in the RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 8, must be included.

They represent the criteria against which the proposal will be evaluated.

Section VIII. Evaluation Procedures, items a-e, provides the Evaluation Criteria the Evaluation Committee will use in evaluating proposals.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Hallandale Beach as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

3. License to Practice in Florida

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

4. Firm Qualifications and Experience

The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the number of employees considered to be governmental audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, including any management letter comment, with a statement whether that quality control review included a review of specific governmental engagements.

The firm shall also provide information on the results of any Federal or state desk reviews or field reviews of its auditors during the past three (3) years. In addition the firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organizations.

5. Partners, Supervisory Staff Qualifications and Experience

The proposer should identify the principal supervisory and management staff, including engagement partners, managers, staff, and other specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the governmental auditing experience of each person, including

information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Hallandale Beach, which retains the right to approve or reject replacements.

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

6. Similar Engagements with other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the five (5) most significant municipal engagements performed in the last three (3) years that are similar to the engagement described in this request for proposals. Indicate the scope of work; date; engagement partners, managers, specialists, and other supervisory staff; total hours; and the name and telephone number of the principal client contact.

7. Workload

Please list current municipal audit clients and fiscal year end dates (i.e., June 30 vs. September 30).

8. Audit Approach

The proposal should set forth a general work plan, including an explanation of the audit methodology to be followed. Proposers will be required to provide the following information regarding their audit approach:

- Proposed segmentation of the engagement
- Level of staff to be assigned and number of hours to be assigned to each proposed segment of the engagement
- Extent of use of Electronic Data Processing software in the engagement including the ability to audit through the computer

- Sample size and the extent to which statistical sampling is to be used in the engagement
- Approach to be taken to gain and document an understanding of the City of Hallandale Beach's internal control
- Approach to be taken in determining laws and regulations subject to audit test work

VIII. EVALUATION OF PROPOSALS

Proposals will be evaluated by the Evaluation Committee. Proposals from firms that do not meet the minimum qualifications set forth will not be considered further. The firm granted the contract will be required to maintain the minimum qualification requirements during the term of the contract and any renewals.

A. Evaluation Committee

Proposal submitted will be evaluated by the Evaluation Committee.

B. Evaluation Criteria

Each member of the Evaluation Committee shall independently review each proposal using the criteria listed below. Firms meeting the Minimum Qualifications criteria will have their proposals evaluated and scored by the evaluation criteria stated below. The Evaluation Committee will rank and recommend in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. The short listed firms may be asked to make a presentation to the Evaluation Committee.

The following criteria will be utilized to select the firms submitting proposals.

1. Technical qualifications

a) Expertise and Experience- worth 35 points

- The firm's past experience and performance on municipal engagements of comparable size and complexity.
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- The firm adheres to the instructions in this RFP for preparation and submission of the proposal.
- The quality and experience of the firm's professional auditing personnel to be assigned to the engagement.

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- The quality and experience of the firm's professional auditing personnel to be assigned to perform the Single Audit.
- The quality and experience of the firm's professional auditing personnel to be assigned with the GFOA Certificate of Achievement for Excellence in Financial Reporting Program.
- The quality and experience of the firm's professional Electronic Data Processing auditing personnel assigned to the engagement.
- The quality and experience of the firm's management support personnel to be available for technical consultation.

b) Audit Approach – worth 30 points

- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of the general audit plan for the overall engagement.
- Adequacy of the audit plan for the Electronic Data Processing function.

c) Responses to References – worth 25 points

For the firm's office that will be assigned responsibility for the audit, list the five (5) most significant municipal engagements performed in the last three (3) years that are similar to the engagement described in this request for proposals. Indicate the scope of work; date; engagement partners, managers, specialists, and other supervisory staff; total hours; and the name and telephone number of the principal client contact.

d) Cost Proposal content and format – worth 10 points

Cost will not be a primary factor in the selection of an audit firm. Firms must submit technical proposals in a separate sealed envelope from the cost proposal. No disclosure of costs may be included with the technical proposal. Once the proposals have been evaluated and rated technically acceptable, the price proposal most beneficial to the City will be determined.

Responses should include the following information on anticipated fees for each of the audit years:

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1. The maximum number of professional hours, by staff classification, to complete this engagement.
2. A not to exceed fixed annual fee.
3. Anticipated and not to exceed expenses to be billed to the City.
4. Anticipated terms of payment which would be acceptable to the proposer, although monthly progress billings are preferred both for the audit fee and out-of-pocket expenses.
5. Estimated out-of-pocket expenses separate from the proposed fees for professional services

Invoices (billings) shall show total professional hours for the examination and rates with extensions, actual travel expenses incurred, and a reasonable itemization of other expenses.

e) Oral Presentation – no points

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

	List of Criteria	Points
a)	Expertise and Experience	35
b)	Audit Approach	30
c)	Responses to References	25
d)	Cost Proposal Content and Format	10
e)	Oral Presentation	0
	Total	100

IX. TENTATIVE PROJECT SCHEDULE

THE DATES SHOWN BELOW ARE APPROXIMATE, ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

Release of RFP	THURSDAY, MARCH 25, 2010
Pre-Proposal Conference	FRIDAY, APRIL 9, @ 11:00 AM
Proposal Due	FRIDAY, APRIL 16 BY 4:00 PM
Oral Interviews	TO BE DETERMINED
Contract Award by City Commission – ESTIMATED	
Project Start Date - ESTIMATED	
Project Completion Date – ESTIMATED	

X. QUESTIONS REGARDING THE RFP SHOULD BE DIRECTED TO:**LAST DAY TO SUBMIT WRITTEN QUESTIONS WILL BE FRIDAY, APRIL 9, 2010 4:00 P.M.****ALL QUESTIONS ARE TO BE SUBMITTED VIA EMAIL ONLY TO
General_Services_Office@hallandalebeachfl.gov****THE PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAILED ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

for

THIS AGREEMENT made and entered into as of DATE, by and between the City of Hallandale Beach (hereinafter referred to as the "City"), located at 400 South Federal Highway, Hallandale Beach, FL, 33009, and NAME OF CONTRACTOR, a _____ Incorporated (hereinafter referred to as the "Contractor"), with offices located at ADDRESS.

WITNESSED:

WHEREAS, the City issued, on DATE, a Request for Proposals for the provision of

for the City, RFP# FY2009-2010-008 Audit Services (hereinafter referred to as the "RFP"), attached hereto as Attachment A;

WHEREAS, the CONTRACTOR submitted a proposal to the City dated DATE, attached hereto as Attachment B, to provide _____;

WHEREAS, the CONTRACTOR desires to enter into an agreement with the City to perform such functions;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the CONTRACTOR have negotiated the terms and conditions of the proposal and agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, as used throughout this Agreement, shall have the meaning set forth below:

PROVIDE ANY WORDS THAT NEED TO BE DESCRIBED. IF NOT NECESSARY TO PROVIDE DEFINITIONS FOR ANY TERMS THIS SECTION IS NOT NECESSARY.

ARTICLE 2**TERM**

1. The initial contract period shall be three (3) year, commencing upon award by the City Commission for fiscal year ending September 30, 2010, 2011 and 2012 for an initial contract period of three (3) years. The City has the option of extending the contract for three (3) additional one (1) year terms not to exceed a total contract term of six (6) years.

Contract may be cancelled within thirty (30) days written notice by the City of Hallandale Beach, provided the services rendered by the firm during the contract period(s) are satisfactory and the funding is available as appropriated on an annual basis.

City Manager may have the option to extend the contract for subsequent periods in the best interest of the City.

2. The duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed as specified in Article 3. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 3**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONTRACTOR to provide **<WRITE OUT THE SCOPE OF WORK CONTRACTOR WILL PERFORM IN DETAIL, INCLUDING THE TIME FRAME AND MILESTONES; THE SCOPE CAN ALSO BE ATTACHED AS AN EXHIBIT.>**

ARTICLE 4
INDEMNIFICATION

- 4.1 Per separate consideration, CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including patent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.
- 4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5
PERSONNEL

Competence of Staff. The CONTRACTOR agrees to provide and assign the following employee(s) to this Agreement. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 6
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the contractor, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's proposal.

I. Minimum Scope of Insurance

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability,
(see Hold Harmless Agreement and # VII below).
 - 4. Independent Contractors.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.

7. Fire Legal Liability.

- B. Automobile Liability Insurance, including:
 - 1. Owned Automobiles.
 - 2. Non-owned Automobiles.
 - 3. Hired Automobiles.
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.
- E. Professional Liability Insurance.

II. Minimum Limits of Insurance

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability:

\$300,000 combined single limit per occurrence for bodily injury and property damage arising from the operations of all Owned Automobiles, Non-owned Automobiles and Hired Automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

E. Professional Liability:

\$1,000,000 per occurrence and \$1,000,000 Aggregate.

III. Deductibles and Self-Insured Retentions

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City.

B. Retention Levels:

The City has the option to reduce or eliminate any deductible or self-insured retention maintained by the contractor.

IV. Other Insurance Provisions

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the City of Hallandale. There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the City's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the contractor's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies:

This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company.

1. If no such definition of the insured is quoted in the insurance, the contractor must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

V. Acceptability of Insurance Company

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the contractor shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

VI. Verification of Coverage

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the City with a certificate of insurance specifically stating the RFP number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

C. Coverage Continuation:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the City shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the City, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the City.

VII. Hold Harmless Agreement

The CONTRACTOR shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hallandale, Florida, under the Hold Harmless Agreement. Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to his insurers.

HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees and covenants to indemnify and save harmless the City of Hallandale, Florida from any and all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, or other actions by third persons including, but not limited to the contractor, his agents, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies and decrees, including those for punitive damages, as may be entered therein.

VIII. Limited Contractual Relationship

Nothing contained in these contract specifications shall be construed as creating any contractual relationship between any of the CONTRACTOR's subcontractors or suppliers and the City.

The CONTRACTOR shall be as fully responsible to the City for acts and omissions of all subcontractors and suppliers and of all persons employed by the subcontractors and suppliers, as the contractor is for acts and omissions of persons directly employed by the CONTRACTOR.

A. Joint Venture:

The parties agree that this agreement shall be the whole and total agreement between the parties, and the CONTRACTOR is undertaking its activities as for its sole use and benefit and this agreement or the activities resulting there from shall in no way be construed to be a joint undertaking with the City, nor is the City in any way assuming responsibility or benefits of the contractor's activity. The CONTRACTOR acts independently and in its own right, risk and responsibilities. The City assumes no direction, control, responsibility or liability for the activities of the contractor and, by the execution of this agreement, does not endorse or undertake any activity heretofore conducted by the contractor.

IX. Other Requirements

A. Subcontractors' Insurance Requirements:

CONTRACTOR shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each

subcontractor's coverages. All coverages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 7 COMPENSATION

7.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 7.2, the total amount of _____ Dollars (\$_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

7.2 METHOD OF BILLING AND PAYMENT

7.2.1 Specify the services provided and fees and/or other compensation for the services. **FINANCE IS TO ADD ADDITIONAL TERMS AS NECESSARY FOR MONTHLY AND/OR QUARTERLY AND/OR OTHER PAYMENT SCHEDULE.**

7.2.2 Invoices for fees and/or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of the contract. **FINANCE IS TO ADD ADDITIONAL TERMS AND LANGUAGE AS NECESSARY FOR FORMAT OF INVOICES TO BE RECEIVED, AS WELL AS, SCHEDULE FOR SUBMISSION OF INVOICES.**

7.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

7.4 Payment shall be made to CONTRACTOR at:

ARTICLE 8

TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

8.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

8.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in

the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of

the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

9.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

9.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

9.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

FOR CONTRACTOR:

9.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

9.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

9.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

9.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

9.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 **PAYABLE INTEREST**

9.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____ are incorporated into and made a part of this Agreement.

9.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on _____, day of _____, 20____, and _____, signing by and through its _____duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
D. Mike Good, CITY Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

David Jove, CITY ATTORNEY

Approved as to insurance requirements:
Risk Management Division

Director

CONTRACTOR MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Agreement, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL