



REQUEST FOR PROPOSAL

CITY OF NAPLES
 PURCHASING DIVISION
 CITY HALL, 735 8TH STREET SOUTH
 NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

Cover Sheet

NOTIFICATION DATE: 03/09/16	TITLE AUDIT SERVICES	SOLICITATION NUMBER: 16-028	OPENING DATE & TIME: 04/08/2016 2:00 PM
PRE-PROPOSAL DATE, TIME AND LOCATION: NONE			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	
<p>I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.</p> <p style="text-align: center;">FEI/EIN Number _____</p>	
<p>Please initial by all that apply I acknowledge receipt/ review of the following addendum</p> <p> <input type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4 </p>	

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with bid number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above **“OPENING DATE & TIME”**.
- > Submission received after the above opening date and time will not be accepted.
- > Evaluation scores will be available on the City of Naples web site www.naplesgov.com . **If you do not have computer access and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your proposal.**

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. PROPOSAL PROTEST: The city has formal proposal protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the 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 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 from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An 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 the 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE PROPOSALS: Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. PROPOSER INVESTIGATIONS: Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF PROPOSERS: The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period 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.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Proposal # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Proposal or Request for Proposals by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Specifications are incomplete or information is unclear (Please explain below).

___ Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

Submitting Vendor Name: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on the date of award and shall be in effect for a period of three years with the option to renew for two additional one-year periods if mutually agreed upon.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, no later than TEN calendar days prior to the Bid Closing Date. Except for public information requests, responses will be responded to via an addendum. Direct all questions to:

Gerald "Jed" Secory, MBA / CPPO / CPM
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
Jsecory@naplesgov.com

SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> • Submit one (1) original signature and FIVE (5) copies of your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD that is clearly labeled. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Include any delivery information. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, <u>IRS W-9</u>, and <u>Appendix A & B Schedules</u>. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Bid proposal / document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: <div style="text-align: center; padding-left: 40px;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> 	<input type="checkbox"/>
The mailing envelope should be sealed and marked with: BID Number: 16-028 BID Title: Audit Services RFP BID Opening Date: 04/08/2016	<input type="checkbox"/>

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

City of Naples FL
REQUEST FOR PROPOSAL
AUDIT SERVICES RFP 16-028

Under the Provision of 2015 Florida Statute 218.391 Auditor Selection Procedures

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**City of Naples
Request for Proposal
Auditing Services**

A. INTRODUCTION

The City of Naples is requesting proposals from experienced and qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2016, 2017 and 2018 with the option of extending the agreement, upon mutual consent to each of the two (2) subsequent fiscal years.

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as required.

Independent auditors are hired by, and report to, the Naples City Council. The City Council has named an audit committee to evaluate the proposals and to recommend an auditing firm.

B. DESCRIPTION OF GOVERNMENT:

1. General Information

The City of Naples is located in the Southwestern portion of the State of Florida and has a permanent population of approximately 20,537, increasing to approximately 33,000 during the peak winter season. The City provides a full range of municipal services, including police & emergency services, streets and highways, parks & recreation, planning, public improvements, water, sewer, solid waste, stormwater utilities, and general administrative services.

The City is managed under a Council-City Manager form of government. The legislative and governing body of the City consists of a mayor and six council members. Each Council Member is elected to a four year staggered term. There is a limit of two consecutive terms that a Council Member or Mayor may serve.

The present members of the Council and their terms are as follows:

<u>Member</u>	<u>Term Ends</u>
John Sorey III, Mayor	April 2016
Douglas Finlay	February 2018
Teresa Heitmann	April 2016
Linda Penniman	February 2018
Sam Saad III	February 2018
Bill Barnett	April 2016
Margaret "Dee" Sulick	April 2016

The Council appoints the City Manager, who is the chief administrative officer of the City. The City Manager hires all other City employees, except the City Clerk and the Deputy City Clerk, who are appointed by Council. City Manager A. William Moss was selected by the City Council to be the City Manager as of January 1, 2008.

2. Financial Information

The City's accounting system is fully automated. The City's integrated financial system is Tyler Munis for Accounting, Budgeting, Purchasing, Accounts Receivable, Utility Billing, Fixed Assets, Business Tax, Parking Citations, Permitting, Payroll, and Cash Receipts.

The City has a 2015-16 annual budget of \$125 million, including internal service funds. There are 462.7 positions budgeted.

For fiscal year ended September 30, 2015, the audit covers 35 funds - 8 major, 4 Internal Service, 5 Fiduciary, 3 non-major enterprise, 2 non-major capital projects, and 13 non-major special revenue funds. Twenty one funds had approved budgets.

The City has no joint ventures and in FY 14-15, did not have any single audit act requirements.

The City of Naples has three single-employer defined benefit retirement plans:

- 1 General
- 2 Police
- 3 Fire

Foster and Foster provides actuarial services for the pension plans.

The Finance Department has 18 budgeted positions operating in two divisions: Finance/Accounting and Customer Service (Billing and Collections). Primary functions are payroll, accounts payable, revenue collections, budget, investment, financial reporting, fixed assets maintenance, utility billing, parking meter collections, utility meter reading, and issuance of business tax receipts.

The Finance Director is Ann Marie S. Ricardi, hired in June 2002. Primary audit contact will be Gary Young, Deputy Finance Director, who has been with the City of Naples since March 2016.

C. SCOPE OF SERVICES

1. Audit Opinions and Reports to be Issued

Upon completion of the audit of the fiscal year's financial statements, Auditor shall issue the following reports and all reports as required by the standards noted in Section 2.

- a) A report on the fair presentation of the Financial Statements of the Governmental Activities, the Business Type Activities, the discreetly presented component unit, each major fund and the aggregate remaining fund information, which collectively comprise the City's basic financial statements in conformity with general accepted accounting principles, including an opinion on the fair presentation of the schedule of expenditure of federal and state awards "in relation to" the audited financial statements.
- b) An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- c) An independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.
- d) A Management letter.
- e) Comments required by the Rules of the Auditor General, Chapter 10.554(1) (E).
- f) In the required reports on internal controls, communicate any reportable conditions found during the audit. A reportable condition shall be defined as follows:
 - (1) A significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data

consistent with the assertions of management in the financial statements.

- (2) Reportable items as required by the rules of the Auditor General of Florida.
- (3) Reportable conditions that are also material weaknesses shall be identified as such in the report.
- g) If any, non-reportable conditions discovered by Auditor shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.
- h) Irregularities and Illegal Acts. Auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which auditor becomes aware to the Mayor and the City Council.

The auditor is not required to audit the Letter of Transmittal or the Supplementary Information.

The audit shall be an annual financial audit as defined in Section 218.3(17), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed in Section 2. The contract shall cover the period beginning with fiscal year end financials dated September 30, 2016 and ended with fiscal year September 30, 2018 with the expectation that an additional contract will be awarded for two additional (1) one year periods subject to the mutual consent of the City and the proposer.

The auditor is expected to express an opinion on the fair presentation of the combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules.

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

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The partner in charge of the audit and the audit manager or other CPA assigned to the audit shall attend one or more public meetings for discussion of the audit report as deemed necessary by the City.

Upon request by the City, Auditor shall provide assistance to the City to comply with new GASB reporting requirements.

Auditor shall participate in periodic progress meetings with City management and Finance Department staff during audit field work.

2. Auditing Standards to Be Followed

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

- a. Generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants
- b. The standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2011)
- c. Florida Statutes 218.39 and any other applicable Florida Statutes
- d. Regulations of the State of Florida Department of Financial Services
- e. The provisions of the Single Audit Act of 1984 (as amended in 1996)
- f. The provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

4. CAFR printing

As part of audit services, the auditor selected will provide the City with one (1) original set of all financial statements, including footnotes, statistical schedules and other required disclosures for the Comprehensive Annual Financial Report (CAFR). These must be "camera ready" for the printer. The City will be responsible for preparing the letter of transmittal. The auditor selected will also provide one (1) original of the auditor's opinion letter and one (1) original each of the management letter and all reports and schedules required by the Single Audit Act. The City of Naples will provide the necessary reproduction, report covers, tabs and binding of the CAFR.

The Auditing firm shall provide a copy of the CAFR in Adobe or similar format suitable for downloading to the City's website.

5. City Responsibilities

The City of Naples will provide office space, with desk and chairs, including at least one phone line for the auditors. Calculators, computers and general office supplies will not be provided. This space will be near, although perhaps not directly in, City Hall. Access to the City's Tyler Munis system will be available in the office space provided. The Auditing firm may use City's copiers for business related to the City or for de minimus corporate use, while on site.

The accounting personnel of the City will prepare and provide copies of working trial balances used to prepare the financial statements. The financial statements and footnotes may be prepared by the City's Finance Department; however, the City is interested in the selected provider completing these as well.

The City will prepare the Letter of Transmittal and Statistical Section.

6. Additional Duties

During the term of this contract, there may be exceptional auditing duties which require the assistance of our auditing firms. Any such requirement shall be negotiated and preapproved prior to engagement.

D. SPECIAL CONSIDERATIONS

1. The City of Naples has been awarded the Certificate of Achievement for Excellence in Financial Reporting each year since 1981. The City intends to send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City of Naples to continue to meet the requirements of that program.
2. The City of Naples does not anticipate the preparation of any official statements in connection with the sale of debt securities during the period of this contract. However, if it does occur, and the general purpose financial statements and the auditor's report thereon are required, the auditor may be required to issue a "consent and citation of expertise" or any necessary similar report as the auditor.
3. In accordance with state law, a separate formal agreement will be entered into between the parties. The Contract Documents will

set forth the entire Agreement between the City and the Contractor. The City and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to any item that is not in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained therein.

4. The City's prior auditors have been Maudlin and Jenkins, LLC for audits of fiscal years 9/30/11 through 9/30/15. The City of Naples does not have a policy which would preclude a new contract awarded to the prior auditors.
5. It is intended that the term of this contract will be for the audit of three (3) fiscal years. It is intended that the parties may renew this contract for two additional one-year periods, based on the mutual agreement. However, any term is subject to contractual negotiation and budget appropriation.
6. By submission of this proposal, the undersigned, as proposer, does declare that the only person, or persons, interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal, and that it is, in all respects, fair and in good faith without collusion or fraud.
7. Submission of a signed proposal is the proposal's certification that they will accept any awards made to them as a result of said submission of the terms contained therein. Furthermore, it shall be understood and agreed that any and all services shall comply fully with all local, State and federal laws and regulations.
8. Audit work papers are the property of the auditors and shall be held for a period of five (5) years. Work papers shall be available for examination or duplication without charge to authorized City personnel or representatives of Federal or State Agencies upon request. Working papers will also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the City.

E. AUDIT COMMITTEE:

Proposals submitted will be evaluated by a five (5) member Audit Committee that has been selected by City Council. The evaluation will

be in accordance with Florida Statutes Section 218.391. The committee consists of:

1. Finance Director
2. Deputy Finance Director
3. Councilmember
4. Representative from the City's primary bank
5. Assistant City Manager

During the evaluation process, the Audit Committee and the City of Naples reserve the right, where it may serve the city's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Naples reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Naples and the firm selected.

Although this process will be based on points and presentations, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

F. PROPOSAL EVALUATION:

Each proposal will be evaluated in accordance with the following four sets of criteria:

- a. Mandatory elements (No points assigned)
- b. Firm Expertise and Experience (35 points)
- c. Staff Expertise (15 points)
- d. Audit Approach (35 points)
- e. Price (15 points)

Only firms meeting the mandatory criteria (below) will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements (No points to be assigned)
 - a. The firm provided proof of independence and licensure to practice in Florida
 - b. The firm adhered to the instructions in this request for proposal on preparing and submitting the proposal
 - c. The firm is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants
 - d. The firm has performed continuous CPA services in the government sector for a minimum of five (5) years
 - e. The firm submitted a copy of its most recent external quality control review report and the firm has a record of quality audit work.
 - f. Supervisor in charge must have a minimum of two years experience in Florida Governmental auditing.

2. Proposal Evaluation (100 points)

3. Oral Presentations

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

4. See the following page for a sample evaluation form. The City will use a form similar to the following for evaluation of proposals.

Evaluation Criteria	Max Points	Score
Firm Expertise and Experience	35 Points	
A. Size of Firm/Governmental staff, full/part-time staff, nature of staff B. Qualifications of joint venture/subcontract firms C. Similar engagements with governmental entities D. Peer Review E. Disciplinary Actions F. Litigation against Firm G. Timeliness H. Location of Primary staff I. References J. Other		
Partner and Supervisory Staff Qualifications and Experience	15 Points	

Specific Audit Approach	35 Points	
A. Work Plan submitted B. Time line of work plan C. Proposed Segmentation of the engagement D. Type/Extent of Analytical procedures E. Approach to understand City’s internal Control Structure F. Approach to determine laws and regulations to be subject to audit test work G. Philosophy on staff rotation H. Ability to complete project on time		
Price	15 Points	
Total	100 Points	

G. PROPOSAL REQUIREMENTS

Interested firms must submit one original and five copies of their proposal. Proposal must be submitted as follows in a sealed envelope identifying the RFP Name, Number and Closing date as shown on the first page of this Request. Responses shall be submitted to:

Gerald “Jed” Secory, MBA / CPPO / CPM
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
Jsecory@naplesgov.com

Each proposal shall contain the following items, in the following order, as reasonably possible. Some variations are acceptable. In order to control the cost of preparation, submittals shall not exceed 75 written pages, excluding divider pages. Proposals may include extra advertising or promotional notices in addition to the 75 pages, but these may or may not be considered in the committee member’s review.

- 1. Completed Title Page from the first page of this Request for Proposals**
- 2. Letter of interest or transmittal**
- 3. Mandatory Elements Checklist from Appendix A**
- 4. Firm Expertise and Experience**

- a. Describe the firm and its history
- b. Include the size of the firm, and the size of the firm's governmental audit staff
- c. Identify the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and on a part-time basis.
- d. Indicate relevant (within the last five years) details about the government auditing experience of firm.
- e. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 7) performed in the last five years that are most similar to the engagement described in this request for proposal. Indicate the scope of work, date, engagement partners, and the name, telephone number and e-mail address of the principal client contact.
- f. Submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- g. If the firm will be subcontracting any portion of the audit to another individual or firm, the proposal must include a list of all subcontractors to be used. No substitutions of subcontractors may be made without prior written consent of the City.
- h. Note any annual training provided to professional governmental accountants or other methods of providing ongoing current information and assistance to governmental clients.
- i. Additional information (other pertinent data not otherwise requested in the proposal)
- j.

5. Principal staff assignment and experience

- a. Provide brief biographies of the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Florida, information on

the government auditing experience of each person, including compliance with continuing professional education requirements set forth in GAS for the past three (3) years and membership in professional organizations relevant to the performance of this audit. Include relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality and continuity of staff will be assured over the term of the agreement.

b. The auditor must designate one (1) “key” member of the audit team. The City shall reserve the right to approve any substitutions or changes in the staff designated as “key”. The audit firm contract must provide that the audit “key” member of the audit team working for the CPA firm must be returned to the City audit each year that they continue to work for the firm, unless the City requests that they not be assigned to the City’s audit.

c. Provide staff turnover rates for the past three years, and the firm’s philosophy, if applicable, on staff rotation.

6. Audit Approach, Techniques and Schedules to be Used

a. Provide a brief description of the audit procedure to be followed and the estimated hours to complete the audit. Also, included a tentative schedule for the fiscal year 2016 CAFR, including dates, for performing key aspects of the audit. Note that the CAFR is to be finalized and delivered no later than March 1.

b. Proposal should set forth a sample work plan referencing the above tentative schedule, including suggested segmentation of the project, level of staff and number of hours to be assigned to each proposed segment of the engagement, type and extent of analytical procedures to be used, and approach to be taken to gain an understanding of the City’s internal control structure.

7. Price

- (1) Price schedules, following the general format in Appendix B.
- (2) Identify any non-audit functions not legally required to be performed by your firm that could reduce the cost of this audit to the City.
- (3) Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer should prepare their proposals

simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

H. TENTATIVE TIME FRAME

The following will be the guide for deadlines for the contract award. Dates are subject to change

- March 9, 2016 Issue Request for Proposals
- April 8, 2016 Due Date for Proposals
- April 15, 2016 Committee meeting to review proposals and determine top candidate(s) for interviews
- April 15-21 Committee to send out reference checks.
- May 2-3, 2016 Committee meeting to conduct interviews and make recommendation
- May 16, 2016 Council meeting for approval of auditing firm

I. Oral Presentations

It is expected that the top three proposers shall be invited to an oral presentation. The firm will have 30 minutes for introductions and an overview and to provide any additional information. It is expected there will be fifteen minutes for questions and answers. The firm is expected to bring at a minimum the Partner in Charge (Manager) and the Senior Accountant who will be assigned to manage the actual audit.

J. Additional requirements

Following this section are the appendices which are part of required submission. These include:

- a. Mandatory Element Checklist
- b. Format for Schedule of Professional Fees and Expenses to Support the Total All-inclusive Maximum Price

Proposals may use these forms, or reasonable facsimiles are acceptable.

K. Public Records

The City's 2014 CAFR (2015 CAFR will be available by 3/31) and 2015-16 Budget are available on the City's website, www.naplesgov.com. Historical documents are located there as well. The budget document includes current debt information. Pension information is available on line, and can be found in the City Code Chapter 29, also linked from the City's website.

Appendix A

Mandatory Element Checklist

Name of Firm:

Firm is to complete the following section by circling Yes or No for each of the mandatory elements. Include this completed and signed page in your proposal submission.

The proposal provides proof of independence and licensure to practice in Florida	Yes	No
The firm adhered to the instructions in this request for proposal on preparing and submitting the proposal;	Yes	No
The firm is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants	Yes	No
The firm has performed continuous CPA services in the government sector for a minimum of five (5) years	Yes	No
The firm submitted a copy of its most recent external quality control review report and the firm has a record of quality audit work.	Yes	No
Supervisor in charge has a minimum four years experience in Florida Governmental auditing.	Yes	No

Authorized Signature

Date

Appendix B

Price Format

PROPOSAL COST FOR AUDIT SERVICES

Use this form or a reasonable facsimile.

Name of Firm:

The City expects to sign a contract with the successful proposer for a three (3) year period with the expectation that amendments may be awarded for two (2) additional one-year periods subject to the mutual consent of the City and the proposer. The proposer shall submit a flat fee for each of the three years covered by the request for proposals, excluding a Single Audit Fee, which shall be listed separately. Fees for the option years will be negotiated.

Contract year	Proposal Amount
Year one ending September 30, 2016	\$ _____
Year two ending September 30, 2017	\$ _____
Year three ending September 30, 2018	\$ _____

Additional Fee if Single Audit is Required

\$ _____

Additional Fee to prepare Financial Statements and Footnotes

\$ _____

SCHEDULE OF SUPPLEMENTAL PROFESSIONAL SERVICES

Hourly rate to be charged

Partners \$ _____
Accountants \$ _____
Other \$ _____