



Florida's Warmest Welcome

**CITY OF POMPANO BEACH (CITY)
&
POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
(CRA)**

**REQUEST FOR PROPOSALS
E-16-21**

INDEPENDENT AUDITING SERVICES

**OPENING: OCTOBER 18, 2021, 2:00:00 P.M.
Virtual Zoom Meeting**

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

REQUEST FOR PROPOSALS
RFP # E-16-21
INDEPENDENT AUDITING SERVICES

The City will receive sealed proposals until **2:00:00 P.M. (local), October 18, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

The Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. The Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link.

Copies of the City's financial statements can be obtained from the City's website at <http://pompanobeachfl.gov/index.php/pages/finance/finance>.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interest of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection herein.

TABLE OF CONTENTS

Section I. Overview and Proposal Submittal Procedures	
A. Submittal	4
B. Sources of additional information.....	7
Section II. Scope of Proposal	
A. General	7
B. Scope of Work to be Performed.....	7
C. Auditing Standards to be Followed.....	8
D. Reports to be Issued	9
E. Special Considerations	10
F. Performance Standards	11
G. Working Paper Retention and Access to Working Papers.....	12
Section III. Description of the Government	
A. Contact Persons.....	12
B. Background Information	13
C. Fund Structure.....	14
D. Budgetary Basis of Accounting.....	14
E. Federal and State Awards	14
F. Magnitude of Finance Operations.....	14
G. Internal Audit Function.....	15
H. Computer System.....	15
I. Component Units	15
J. Availability of Prior Audit Reports and Working Papers	16
Section IV. Time Requirements	
A. Proposed Schedule for the 2021 Fiscal Year Audit	17
B. Final Reports	18
Section V. Assistance to be Provided to the Auditor and Report Preparation	
A. Finance Department and Clerical Assistance.....	18
B. Statements and Schedules to be Prepared by Staff of the City	18
C. Work Area, Telephones, Photocopying and FAX Machines	18
D. Report Preparation	18
Section VI. Proposal Requirements	19
Section VII. Evaluation Procedures	
A. Selection Evaluation Committee.....	19
B. Review of Proposals	19
C. Evaluation Criteria	19
D. Final Selection	21

Section VIII. General Conditions, Instructions and Information for Proposers.....	21
Section IX. Special Terms and Conditions	27
EXHIBIT A Local Business Participation Form	33
EXHIBIT B Letter of Intent to Perform as a Local Subcontractor	34
EXHIBIT C Local Business Unavailability Form.....	35
EXHIBIT D Good Faith Effort Report Local Business Participation	36
EXHIBIT E Proposal Response Template	
EXHIBIT F Agreement for Independent Auditing Services	
EXHIBIT G Single Audit Reports Fiscal Year Ended September 30, 2019 & September 30, 2020	
EXHIBIT H Performance Evaluation Survey	

SECTION I – OVERVIEW AND PROPOSAL SUBMITTAL PROCEDURES

A. Submittal

1. The City of Pompano Beach (the City) will receive proposals until **2:00:00 P.M. (local), October 18, 2021** for the purpose of obtaining the services of a qualified firm to provide "INDEPENDENT AUDITING SERVICES."
2. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link.
3. Any proposals received after the above stated time and date will not be considered. It shall be the Proposer's sole responsibility submit the proposal through the eBid System on or before the due date/time stated above. Late proposals will not be considered and shall not be opened at the public opening.
4. Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation. The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.
5. The proposal shall be submitted electronically through the City's eBid System.
6. **Proposers must use the "PROPOSAL RESPONSE TEMPLATE" provided in EXHIBIT E for their submission. This will ensure uniformity among the Proposals.**
7. Proposals shall clearly indicate the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

8. The Proposers will bear all expenses related to making proposals to the City.
9. Any proposal may be withdrawn up until the date and time set above for opening the proposals. Any proposals not so withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days from the date the proposal is opened, to provide to the City the goods or services set forth in the attached specifications until the City duly accepts one or more of the proposals. It is anticipated that the City Commission will take initial action with regard to the RFP within ninety (90) days of the proposal opening.
10. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. There is no obligation on the City's part to award the Contract to the lowest Proposer under the criteria set forth in this RFP; and, the City reserves the right to award the contract to the most responsive/responsible Proposer submitting a proposal that is most advantageous, and in the City's best interest. The City shall be the sole judge of the proposal and, its decision will be final.
11. Additional terms and conditions included with the RFP response may be evaluated or considered. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this proposal solicitation are the primary conditions applicable to this RFP. Any and all such additional terms and conditions will have secondary force and effect and are as they meet the City's applicable needs. The Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.
12. Proposers are expected to be familiar with, and comply with, all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.
13. The Proposer agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of Contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly. If the City defends any claim, demand, cause of action or lawsuit arising out of any action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of this contracts, the Contractor agrees to reimburse the City for all expenses, attorney's fees and court costs incurred in defending such claim, cause of action or lawsuit.

14. Contract - By submitting a proposal, the Proposer agrees to abide to the terms of the Audit Engagement Agreement (Exhibit F). All provisions of this Request for Proposal will also constitute a part of such agreement. The City reserves the right to reject any agreements, which do not conform, to the Request for Proposal and any City requirement for agreements and contracts.
15. Federal Identification Number - Proposer must provide the Federal Identification Number on the proposal.
16. The applicable section of the City's General Services Procedures Manual governs this solicitation. A copy of the manual is available for review at the City's Purchasing Office at the address stated within this RFP.
17. The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.
18. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
19. Pricing for Subsequent Contract Years (2 through 5) - The audit fees for subsequent fiscal years may be adjusted using the change in the Consumer Price Index for All Urban Consumers – all items (city average) as published by the U.S. Department of Labor Statistics or its successor agency for the twelve months ending March of each year to be effective for the next year's engagement. Such adjustment shall not exceed 3%.
20. Manner of Payment - Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost proposed. Interim billing shall cover a period of not less than a calendar month.
21. Rates for Additional Professional Services - If it should become necessary for City to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then

such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm or outlined in a separate engagement letter or contract. Any such additional work agreed to between City and the firm shall be performed, at the same rates (or lower rates as may be proposed) set forth in the schedule of fees included in the dollar cost bid.

22. Proposers must provide a valid e-mail address where it is acceptable to receive official notices or correspondence from the City with regard to this RFP.

B. Sources of Additional Information

Additional information regarding the City may also be obtained from the following website links:

Comprehensive Annual Financial Reports:

<http://pompanobeachfl.gov/index.php/pages/finance/finance>

Annual Budget: <http://pompanobeachfl.gov/index.php/pages/budget/budget>

General Information: <http://pompanobeachfl.gov/>

SECTION II - SCOPE OF PROPOSAL

A. General

The City of Pompano Beach (the City) is soliciting the services of qualified firms of Independent Certified Public Accountants to audit the financial statements for the City for the fiscal year ending September 30, 2021 and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports for each of the four subsequent fiscal years. Also, the Pompano Beach Community Redevelopment Agency (CRA) is soliciting the services of qualified firms to audit its financial statements for the same fiscal years. These audits are to be performed in accordance with the provisions contained in this Request for Proposals.

B. Scope of Work to be Performed

1. The City desires the independent auditor to express an opinion on the fair presentation of the basic financial statements of the City in conformity with generally accepted accounting principles.
2. The City also desires the auditor to express an opinion on the fair presentation of its government-wide and 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 government-wide and fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

3. 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.
4. The auditor is required to audit the schedule of expenditures of Federal and State awards in accordance with the Federal (and OMB Super Circular) and Florida Single Audit Act, respectively.
5. The auditor is required to audit the Pompano Beach Community Redevelopment Agency (CRA) as required by section 163.387 of the Florida Statutes. The CRA is a component unit of the City.
6. The auditor is not required to audit the Pension Trust Fund for the Police and Firefighters Retirement System and the General Employees Retirement System, as these Funds will be audited by other independent auditors who will furnish their report to the principal Independent Auditor during the engagement.
7. The auditor is required to coordinate in a timely manner, any additional procedures to be performed for the City's two pension plans, for participant data to be tested, as a result of GASB Statement 68, *Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27* and GASB Statement 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date, an Amendment to GASB Statement No. 68*.

C. Auditing Standards to be Followed

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

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.
2. The standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, in effect, as revised from time to time).
3. The provisions of the Federal Single Audit Act of 1984.
4. The Florida Single Audit Act.

5. The provisions of U.S. Office of Management and Budget (OMB) Super Circular.
6. Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments (Revised) -AICPA.
7. Section 11.45, Florida Statutes.
8. Section 163.387, Florida Statutes, Audit report for Redevelopment Trust Fund. Please note the audit report for the Pompano Beach CRA must accompany the annual financial report submitted to the Department of Financial Services as provided in section 218.32 of the Florida Statutes.
9. State of Florida Department of Financial Services.
10. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits.
11. Any other applicable Federal, State and local laws or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City and CRA in future fiscal years. Proposed fees must incorporate all required audit procedures, relative to all regulations in effect, and issued, as of the date of the closing of this Request for Proposals, to include all GASBs issued to date.

D. Reports to be Issued

Following the completion of the audit of the City's and CRA's financial statements for the fiscal year ending September 30th, the auditor shall issue, where applicable:

1. A Report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States, pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. Single Audit Reports to encompass:
 - A 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*.
 - A Report on Compliance for Each Major Federal Program and State Project; Report on Internal Control Over Compliance; Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance Required by

OMB Super Circular and Chapter 10.550, *Rules of the Florida Auditor General*.

3. Management Letter in Accordance with Chapter 10.550, *Rules of the Florida Auditor General*.
4. Report to the City Commission to make required written communications to the City's governing board.

Irregularities and illegal acts. The auditors shall be required to make an immediate, written report to the City Manager and the City Commission, if appropriate, of all irregularities and illegal acts or indications of illegal acts of which they become aware.

Reporting to the City Commission. Auditors shall also disclose the following (and any additional disclosures as regulated as mandatory):

1. The auditor's responsibility under generally accepted auditing standards, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Governmental Auditing Standards.
2. Significant new or changes in accounting policies and implementation.
3. Significant management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

City Commission Presentation - The Auditor shall also make a formal presentation to the City Commission at a City Commission meeting summarizing the results of the reports.

E. Special Considerations

1. The City will 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 any special assistance deemed necessary to the City in order to meet the requirements of that program.

2. The City currently anticipates it may prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the auditor's report thereon. The auditor may be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters", at no additional cost to the City. The City would like the Auditor to assume the cost of such requirement. Should an additional cost be necessary, the Auditor should state the cost per letter in the bid response.
3. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's report, as well as the reports on compliance and internal controls must be issued as a separate report from the Annual Comprehensive Financial Report (ACFR). The auditor is required to provide an unsecured and searchable pdf file for the single audit report. A copy of the 2019 and 2020 single audit report has been included at **Exhibit G. The City has qualified as a low risk auditee and has not had any findings or questioned costs for the past nine fiscal years.**
4. **The City has not had any management letter findings/recommendations for the past nine fiscal years. and just one (1) observation for fiscal year 2013 relative to password configuration.** The auditor will be required to provide an unsecured and searchable pdf file of the management letter.
5. The City's ACFR and Schedule of Expenditures of Federal Awards and State Financial Assistance Projects are prepared by the City's Finance Department.
6. The City's Finance Department utilizes Caseware to prepare its ACFR.
7. The Auditor shall be required to provide for at least eight (8) hours of continuing education credits, at no cost to City, for six (6) Finance and Internal Audit staff members.

F. Performance Standards

1. All responses to any City questions or inquiries should occur within two (2) business days of notification to auditor.
2. The Auditor shall respond to any emergency request for service within eight (8) business hours.

3. The Auditor shall turn around review comments to drafts of the financial statements provided within eight (8) business days from the receipt of such drafts.
4. The deadlines in Section IV must be met, unless mutually agreed.
5. The Auditor will be responsible for the reproduction (printing) of the City's ACFR and single audit reports/management letter and proposed fees such incorporate such requirement.
6. The Auditor will be responsible for weekly progress meetings with the Controller during fieldwork.
7. The Auditor will be evaluated by City staff on a regular basis regarding the quality of service and the timeliness of data exchange. Failure to comply with these requirements will constitute a material contract breach and may result in contract termination.

G. 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 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:

1. City of Pompano Beach
2. U.S. Department of Housing and Urban Development
3. U.S. General Accounting Office (GAO)
4. Auditor General of the State of Florida
5. Parties designated by the federal or state governments or by the City as part of an audit quality review process.
6. Auditors of entities of which the City is a recipient or 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, reporting or auditing significance at no additional charge to City.

SECTION III - DESCRIPTION OF THE GOVERNMENT

A. Contact Persons

Name: Andrew Jean-Pierre, Finance Director
Telephone: 954-786-4680
Fax: 954-786-4687
Email: andrew.jean-pierre@copbfl.com

Name: Allison Feurtado, Controller
Telephone: 954-786-4501
Fax: 954-786-4687
Email: allison.feurtado@copbfl.com

The auditor's principal contact with the City will be Allison Feurtado, Controller, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City was incorporated in 1947 and covers an area of approximately 25.08 square miles. Located in Broward County, Florida, the City is centrally located between Palm Beach and Miami, and is the year round home to approximately 113,000 residents. The legal authority by which the City was created and is governed is its charter. The City operates under a commission-manager form of government and is governed by an elected five member district commission and a mayor at large. In addition to general government services, the City also provides community planning and redevelopment, public safety, public works and culture and recreation services to its residents. Furthermore, the City's water and sewer, stormwater, sanitation, parking, golf, pier and airpark operations are reported as enterprise funds.

The City has an annual payroll of approximately \$52 million covering 846 full time equivalent employees and has an annual budget of approximately \$311 million. The City contracts with the Broward Sheriff's Office for policing services.

The City is organized into departments and a copy of its organizational chart is included in the ACFR. The accounting and financial reporting functions of the City are centralized.

More detailed information on the government can be found on the City's website at <http://pompanobeachfl.gov/>.

C. Fund Structure

The City uses the following fund types in its financial reporting:

<u>Fund Type</u>	<u>Number of Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General fund	1	1
Special revenue funds*	12	7
Capital projects funds	2	0
Enterprise funds	5	0
Debt Service	1	1
Internal service funds	6	0
Pension (and other employee benefits) trust funds	3	0
Agency funds	1	0

D. Budgetary Basis of Accounting

The City prepares its budgets on a basis consistent with accounting principles generally accepted in the United States of America, except certain fund budgets include encumbrances as the equivalent of expenditures.

E. Federal and State Awards

During the previously audited fiscal year, the City received various Federal and State awards. A Schedule of Expenditures of Federal Awards, State Financial Assistance for the fiscal years ended September 30, 2020 and September 30, 2019 are incorporated in **Exhibit G.**

F. Magnitude of Finance Operations

The Finance Department includes the Accounting & Admin., Treasury and Utility Billing Divisions and is headed by Andrew Jean-Pierre, Finance Director and consists of 34 employees. The principal functions performed and the numbers of employees assigned to the Accounting and Treasury Divisions are as follows:

<u>Function</u>	<u>Number of Employees</u>
Finance Director	1
Controller	1
Revenue Collection Manager	1
Grant Coordinator	1
Collections Specialist	1
Real Property Manager	1

Department Head Secretary	1
Accountant	1
Accounting Supervisor	1
Senior Accountant	3
Payroll Specialist II	1
Payroll Specialist I	1
Accounting Clerk	6
Head Cashier	1
Cashier	3

G. Internal Audit Function

The City has maintained an internal audit function for the past 37 years. The internal audit function reports to the City Commission and is staffed by three employees. Members of the internal audit staff have the following qualifications:

- Internal Auditor: CPA, CCSA; Internal auditor for the City for 7 years
- Deputy Internal Auditor: 3 years
- Audit Assistant: Secretary for 13 years

The Internal Audit Department is available to provide 100 hours of assistance (Deputy Internal Auditor) to the audit firm. Please ensure this is reflected in the price proposal.

H. Computer Systems

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

The City’s financial applications (General Ledger, Accounts Payable, Purchasing, Purchasing, Budget Preparation, Fixed Assets Utility Billing and Payroll) utilize Naviline ERP software, through a Software as a Service (SaaS) agreement, with browser based thin client.

I. Component Units

The City’s management has included the following component units as blended in the City’s financial statements:

- Pompano Beach Community Redevelopment Agency (East and Northwest Districts)
- Herb Skolnick Cultural Arts Foundation, Inc.
- Emergency Medical Services District

All of the component units listed above are to be audited as part of this engagement. Records are located at the City of Pompano Beach.

J. Availability of Prior Audit Reports and Working Papers

Interested Proposers who wish to review prior years' audit reports and management letters (if not available on the City's website, as referenced herein or attached as an Exhibit to this RFP) should submit a written request to the Purchasing office by the deadline stated herein for questions.

Prior year's audit working papers are available for inspection at the offices of MARCUM LLP at the below address upon written request to the predecessor auditor.

The City's previous auditors:
MARCUM LLP
One SE 3rd Avenue, Suite 1100
Miami, Florida 33131

The Police & Firefighters Retirement System and General Employees Retirement System Pension Trust Funds, although included in the Comprehensive Annual Financial Report are audited by other auditors and separate financial statements have been issued accordingly.

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SECTION IV - TIME REQUIREMENTS

A. Proposed Schedule for the 2021 Fiscal Year Audit

The Schedule for the 2021 Fiscal Year Audit is shown in the table below, (a similar time schedule will be developed for audits of future fiscal year. However, interim will be in mid-November).

Description	Responsible Party	Dates
Entrance Conference and Detailed Audit Plan, including list of required schedules and items (PBC List) provided by Auditor.	AUDITORS	October 15, 2021
Interim Work started by Auditors.	AUDITORS	November 16, 2021
Interim Work completed by Auditors	AUDITORS	December 22, 2021
City to receive Year End "PBC" List from Auditor	AUDITORS	December 23, 2021
City to provide "PBC" Items to auditors electronically, where feasible	CITY	January 3, 2022
Year End Fieldwork Starts (all other PBC items provided	AUDITORS	January 4, 2022
Trial Balance and preliminary ACFR draft and SEFA/SSFA (grants) schedule provided by City and major support schedules	CITY	January 4, 2022
ACFR DRAFT	CITY	February 7, 2022
Substantial Completion of all Fieldwork	AUDITORS	February 7, 2022
City to Receive preliminary comments on ACFR from supervisor personnel	AUDITORS	February 14, 2022
Draft Reports -Auditor shall provide all findings, recommendations, observations the Finance Director/Controller, including a draft of the Auditors' Reports.	AUDITORS	February 17, 2022
City to clear preliminary ACFR comments	CITY	February 18, 2022
City to Receive final comments on ACFR (including concurring)	AUDITORS	February 24, 2022
Exit conference with City Manager, Internal Auditor, Finance Director, and other key personnel.	ALL	March 1, 2022
Additional Exit Conferences as warranted (i.e. Mayor and Commissioners). City to receive Rep. Letter draft	ALL	March 7, 2022
Final Reports delivered to the City	ALL	No later than March 31, 2022
Presentation of all Reports to the City Commission & Audit Results	AUDITORS	No later than March 31, 2022

B. Final Reports

The draft and final reports should be delivered to:

Andrew Jean-Pierre, Finance Director
City of Pompano Beach
Room #480
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

And via email:

Andrew.jean-pierre@copbfl.com

Allison.feurtado@copbfl.com

SECTION V - ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of City.

B. Statements and Schedules to be Prepared by Staff of the City

The staff of City will prepare the ACFR and related schedules for the auditor based upon the Prepared List for the interim and final audits.

C. Work Area, Telephones, Photocopying and FAX Machines

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machine. Such facilities provided will only be utilized for purposes of the audits of the City of Pompano Beach and other Special Reports required by the City.

D. Report Preparation

Audit Report preparation, editing and printing shall be the responsibility of the auditor, unless otherwise mutually agreed upon.

The auditor should provide the following:

1. Electronic pdf files for the ACFR (City and CRA), management letter and single audit compliance reports (unsecured and searchable)
2. Ten (10) bound copies of the ACFR

3. Ten (10) bound copies of the single audit reports/management letter,

SECTION VI - PROPOSAL REQUIREMENTS

Proposal requirements are provided in the Proposal Response Template - Exhibit E of this RFP.

SECTION VII - EVALUATION PROCEDURES

A. Selection Evaluation Committee

A Selection Evaluation Committee (Committee) will review and evaluate the Proposals submitted.

B. Review of Proposals

The Committee will use the point formula detailed herein during the review process to score proposals, with a range of zero to 100 points. Each member of the Committee will score each proposal by each of the criteria described in Section VII C.

Per Florida Statutes 218.391 – Auditor Selection Process, the City Commission shall select the highest-ranked firm from the list provided or must document the reason for not selecting the highest-ranked qualified firm.

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

C. Evaluation Criteria

The Selection Evaluation Committee will be appointed and will be responsible for ranking and recommending the most qualified firm. The findings of the Committee will then be presented to the City Commission and upon their approval, a contract will be negotiated as per Florida Statute 218.391.

The Committee will rank responses based upon the following criteria:

Technical Quality (Maximum Points - 80)

1. Expertise and Experience (Maximum Points - 45)
 - (a) The firm's past experience and performance as principal auditors in local government engagements 0-25 points
 - (b) The quality of the firm's professional personnel assigned to the engagement 0-20 points

- 2. Audit Approach (Maximum Points - 30)
 - (a) Adequacy of proposed staffing plan for various segments of the engagement 0-20 points
 - (b) Adequacy of the overall audit plan for the engagement 0-10 points
- 3. Other (Maximum Points - 5)
 - (a) Location, accessibility of the firm (inclusive of availability of additional audit resources in tri-county area Broward, Miami-Dade, Palm Beach) 0-5 points

Price (Maximum Points - 20)

*The firm providing the lowest price to the City will receive the maximum of 20 points 0-20 points

Points will be awarded to other Proposers in the following manner:

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

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

Example: Proposal 1: \$100,000 Proposal, 2: \$130,000
Proposal 1 being the lowest, would achieve a score of 20 points

Proposal 2 would achieve a score of 14 points, calculated as follows:

$20 - [20 \times (\$130,000 - \$100,000) / \$100,000] = 14$
points

Total 0-100 points

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company/firm.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM.

The Committee will have the option to use the above criteria for the initial ranking to short-list Proposers, and to use an ordinal ranking system to score short-listed Proposers following presentations, with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for shortlisting purposes. The shortlisted firms may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

D. Final Selection

The City Commission will be responsible for the final selection of the firm. It is anticipated that the Commission will vote on the ranking by November 16, 2021. Following notification of the firm selected, a contract will be executed between both parties.

SECTION VIII – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor’ and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject

to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Awarded Proposer pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Awarded Proposer pursuant to the agreement/contract.

13. Retention of Records and Right to Access

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public

records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

B. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the City limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the agreement/contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a

current business tax receipt from the City for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to insuring the participation of City Businesses as Contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Attachment A), listing the local businesses that will be used on the agreement/contract, and the Letter of Intent Form (Attachment B) from each local business that will participate in the agreement/contract.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the agreement/contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Attachment C), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment D), describing the efforts made

to include local business participation in the agreement/contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in this RFP.

Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, Contractors, or subcontractors who are local with a preference follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the Awarded Proposer to comply with all Tier 1&2 guidelines. The Awarded Proposer must ensure that all requirements are met before execution of a contract.

SECTION IX- SPECIAL TERMS AND CONDITIONS

A. INSURANCE REQUIREMENTS

Insurance requirements are described in the Audit Engagement Agreement included as Exhibit F to this RFP.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

**PROPOSER INFORMATION PAGE
RFP E-16-21 Independent Auditing Services**

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this RFP. I have read this RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ____ Yes ____

**City of Pompano Beach Florida
Local Business Subcontractor Utilization Report**

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract includes work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).

- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor’s invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE eBID ATTACHMENTS TAB. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE eBID SYSTEM.

CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount/Percentage</u>

LOCAL BUSINESS EXHIBIT A

LOCAL BUSINESS EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number_____

TO: _____
(Name of Prime or General Proposer)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT B

LOCAL BUSINESS EXHIBIT C
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as needed.

LOCAL BUSINESS EXHIBIT D
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you?

7. List the Local Businesses you will utilize and subcontract amount.

_____ \$ _____
_____ \$ _____
_____ \$ _____

8. Other comments: _____

