

# Notice of RFP Request for Annual Financial Audit Services

## CITY OF PAHOKEE

REQUEST FOR PROPOSAL: RFP NO. 2024-?

The City of Pahokee (hereinafter "CITY") is soliciting sealed proposals from qualified proposer(s) for supplying:

**TITLE:** ANNUAL FINANCIAL AUDIT SERVICES

**Date of Issuance:** November 12, 2024

**Proposal Due Date:** July 22, 2024

**PURPOSE:**

CITY is issuing this Request for Proposals (RFP) to select a vendor to provide annual financial auditing services. The City's budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than **noon on Friday, July 22, 2024**. The proposals shall be opened and read aloud on shortly thereafter.

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## SECTION 1: GENERAL INFORMATION

### **1.1 ISSUING OFFICE:**

This Request for Proposal (RFP) is issued for the City of Pahokee, hereinafter referred to as "CITY" by the Interim Director of Finance for the benefit of CITY. The City Manager is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the City Manager's Office or designated officer.

### **1.2 PURPOSE OF THE PROJECT:**

CITY is issuing this RFP to select a vendor to provide annual financial auditing services. The City's budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than noon on July 12, **2024**. The proposals shall be opened and read aloud on same day.

### **1.3 PERIOD OF CONTRACT:**

The proposed effective date of this Contract will be set after the City Commission approves the award recommendation and contract negotiations are concluded and the Commission approves the contract. The selected vendor will provide services for a one (3) years period from contract date. Two (2) twelve (12) month renewal options offered by CITY, at the CITY's discretion, may be included.

### **1.4 QUALIFICATION OF RESPONDENTS:**

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

### **1.5 TIMETABLE:**

#### PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

#### Tentative Schedule

##### Task Date

RFP Released Friday, July 9, 2024

Deadline for Questions by Interested Parties Friday, July 16, 2024 - EOD

Proposal Due Date and Time Friday, July 22, 2024 - 2:00 p.m.

Evaluation and Shortlist Friday, August 2, 2024- 9:00 a.m.

Informal Interviews Friday, August 9, 2024 – 9:00 a.m.

City Commission Auditor Selection Approval Tuesday, August 12th

**NOTE:** CITY reserves the right to alter the above activities, dates and times or times at the CITY's sole discretion.

**1.6 PROPOSAL SUBMISSION:**

All proposals must be submitted on 8 1/2 x 11 inch paper. One (1) unbound original and seven (7) copies of the complete proposal must be received by CITY on due date. The original and all copies must be submitted in a sealed envelope or container. All proposals will be dated "Received" by the City Clerk. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name, Address, Phone Number

Joseph Martin, Interim Director of Finance  
City of Pahokee  
207 Begonia Drive  
Pahokee, Florida 33476  
**RFP No. 2024\_**

Title: ANNUAL FINANCIAL AUDIT SERVICES

Hand-carried proposals may be delivered to the above address ONLY during office hours, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by CITY. Hand-carried proposals are still due by the due date and time stated above.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor ("Authorized Person"), and vendor must affix their company's corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

The submission of a signed proposal by a proposer will be considered by CITY's as constituting a legal offer by the proposer to perform the required services at the proposed price identified therein.

**1.7 DIRECT CONTACT PERSON:**

The direct contact person for this RFP is Joseph Martin, Interim Director of Finance, at (561) 924-5534 Ext 2011, e-mail address [jmartin@cityofpahokee.com](mailto:jmartin@cityofpahokee.com). Proposers are advised that from the date of release until award of the contract, NO contact with CITY and/or designated Selection Committee concerning this RFP is permitted, except as authorized by the City Manager or person designated.

**1.8 CONE OF SILENCE:**

Proposers are advised that the CITY's prohibits a proposer or anyone representing the proposer from communicating with any CITY Commissioner, Commission's staff, or any CITY employee authorized to act on behalf of CITY Commissioners to award this contract

regarding its proposal. The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that CITY awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

**1.9 ADDITIONAL INFORMATION/AMENDMENT(S):**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than July 22,2024. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address. Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and email address. Changes to this RFP, when deemed necessary by the CITY, will be completed only by written amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any amendment to this RFP. Where there appears to be a conflict between the RFP and any amendment issued, the last amendment issued shall prevail. It is the proposer's responsibility to assure receipt of all amendments. The proposer should verify with CITY's designated contact person prior to entering a proposal that all amendments have been received. Proposers are required to acknowledge the receipt of all amendments as part of their proposal.

**SECTION2: GENERAL TERMS AND CONDITIONS**

**2.1 PROPOSAL GUARANTEE:**

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

**2.2 MODIFIED PROPOSALS:**

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The CITY will only consider the latest proposal submitted.

**2.3 WITHDRAWAL OF PROPOSALS:**

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

**2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:**

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.5) are late and shall not be considered.

**2.5 RFP POSTPONEMENT/CANCELLATION:**

The CITY may, at its sole and absolute discretion, can reject any and all, or parts of any

and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

**2.6 COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the CITY, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by CITY.

**2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

**2.8 NEGOTIATIONS:**

The CITY may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

**2.9 LOCAL PREFERENCES:**

In accordance with CITY's and Glades Cities goal to entice business to the area, a preference will be given to proposers having an office within Palm Beach County. If a proposer is eligible to receive a local preference in Palm Beach County, the proposer will receive five (5) points. If a proposer is eligible to receive a local preference within the Glades Cities, the proposer will receive an additional five (5) points and a total of ten (10) points.

An office means that the proposer has a legitimate office within the Glades Cities and/or within Palm Beach County where the proposer will produce a substantial portion of the services. A valid occupational license issued by any of the Glades Cities to qualify for the Glades Cities local preference and/or the Palm Beach County Tax Collector for the Palm Beach County local preference used to verify that the proposer has an office prior to the issuance of this Request for Proposal.

Please note that the proposal submitted to CITY must be from an address located within the Glades Cities and/or Palm Beach County in order for local preferences to apply. The proposer must submit the certification of business location at the time of proposal submission. Failure to submit this information will cause the proposer to not receive a local preference. CITY may require a proposer to provide additional information for clarification purposes at any time prior to the award of the contract.

**2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" and as

amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

### **2.11 CRIMINAL HISTORY RECORDS CHECK ORDINANCE:**

CITY will require Florida Department of Law Enforcement criminal history information on all persons not employed by the City who repair, deliver, or provide goods or services for, to, or on behalf of the City. The proposer is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

### **2.12 REVIEW OF PROPOSALS:**

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

### **2.13 EXCEPTIONS TO THE RFP:**

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow CITY a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated herein. CITY is under NO obligation to accept any proposed exceptions or alternatives.

### **2.14 SELECTION PROCESS:**

All proposals will be reviewed first by CITY to determine if each proposer has submitted the required information and met all Proposal Requirements. Those proposals fulfilling the Proposal Requirements shall be referred to the Audit Selection Committee for review and further consideration. The Audit Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Audit Selection Committee to fairly and accurately evaluate each of the criteria listed. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, and/or any other information may be required, at any time during the selection process, to help the Audit Selection Committee determine the final ranking of proposers. The Audit Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Audit Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria. Upon completion of the Audit Selection Committee's review and discussion of all the responsive proposals submitted, each Audit Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the

totals of each Audit Selection Committee Member's score for each proposal. After the Audit Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and issue a vendor award recommendation to the City Manager for his/her review and consideration and to submit to the City Commission for final approval. Upon the City Commission approval of recommended vendor, the City will endeavor to negotiate a mutually agreeable contract with the selected vendor. In the event that the City is unable to reach agreement with the selected vendor, the City will proceed, at its sole discretion, to negotiate with the next ranked vendor as ranked by the City sequentially until a mutually satisfactory contract is reached. As agreed to in negotiations with the City, the resulting contract will include the terms and conditions found in a standard City contract, a copy of which may be obtained from the City Clerk, and will incorporate the terms and conditions of this RFP and the selected vendor's proposal.

### **2.15 EVALUATION CRITERIA:**

The evaluation criteria will be based on a maximum of 100 points scale as follows:

1. Experience/Qualifications, max of 30 points.
2. Key Personnel and Operations, max of 25 points.
3. Compliance with required information and proposal requirements, max of 5 points.
4. Price Proposal, max of 20 points.
5. Financial stability and references, max of 10 points.
6. Local Preference Palm Beach County, max of 5 points.
7. Local Preference Glades Cities, max of 5 points.

## **2.16 AWARD OF CONTRACT**

The award(s), if any, will be made up of one vendor whose proposal are considered to be the most advantageous to CITY based on the Audit Selection Committee's recommendation after review of every responsive proposal including, but not limited to, price and upon the ultimate City Commission approval.

Upon review and approval of the Audit Selection Committee's recommendation for award, CITY will post the award recommendation at the Clerk's Office for a period of five (5) business days for review by interested parties prior to final approval by CITY Commission of the award. The apparent successful proposer(s) will be notified of the recommendation for award by mail. A contract must be completed and executed by the successful proposer(s) and CITY before it becomes valid and effective. If this condition is not met in a timely manner through no fault of CITY, the CITY, at its sole discretion, may elect to cancel the Recommended Award to that vendor and make the award recommendation to the next most advantageous vendor. This process may continue until such time as the CITY has determined to cancel the procurement in its entirety.

## **2.17 STANDARD CONTRACT PROVISIONS**

The selected proposers will be required to execute a contract approved by CITY. Should any selected proposer and the CITY be unable to consummate a written contract, the CITY may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

## **2.18 COMMENCEMENT OF WORK:**

This RFP does not, by itself, obligate CITY. The CITY's obligation will commence when the contract is approved by the City of Pahokee Commission or their designee and upon written notice to the proposer. The CITY may set a different starting date for the contract. The CITY will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by CITY.

## **2.19 INSURANCE REQUIREMENTS:**

Prior to the effective date of the Contract, it shall be the responsibility of the successful vendor to provide:

- 2.19.1 Prior to the approval of a resulting contract, the selected vendor shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder or as otherwise agreed to in the negotiated contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected vendor of its liability and obligations under a resulting contract.



- 2.19.2 The selected vendor shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the selected vendor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be by the selected vendor or by anyone directly employed by or contracting with the selected vendor.
- 2.19.3 The selected vendor shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected vendor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected vendor or by anyone directly or indirectly employed by the selected vendor.
- 2.19.4 The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- 2.19.5 All insurance, other than Worker's Compensation, to be maintained by the selected vendor shall specifically include the City as an Additional Insured.

### **SECTION 3: PROPOSAL REQUIREMENTS**

#### ***PROPOSAL FORMAT AND CONTENT:***

##### ***Format***

Proposals should be typed, double spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

##### ***Table of Contents***

Proposals should contain a table of contents. The table of contents outlines, in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

##### ***Letter of Transmittal***

Proposals should contain a Letter of Transmittal addressed to CITY, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Notwithstanding these submittal requirements, the CITY reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the CITY (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive

### **3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/ REFERENCE INFORMATION**

The proposer shall provide:

- 3.1.1 A detailed statement of their firm's experience, qualifications, and background for providing annual financial audit services as requested herein by CITY.
- 3.1.2 A list of past experience in projects related to annual financial audit services as requested herein by CITY.
- 3.1.3 Each proposer must submit a minimum of three (3) references demonstrating the successful provision of annual financial audit services as requested herein by CITY within the past three (3) years.  
Each reference should include the following:
  - a. Name of client company, contact names, addresses, telephone/ fax numbers, dollar amount of contracts and dates of service.
  - b. Scope of Work, types of services performed and number of full-time staff provided.

### **3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION**

The proposer shall provide a detailed narrative description of its approach and methodology for implementing annual financial audit services as requested herein by CITY.

### **3.3 KEY PERSONNEL AND OPERATIONS INFORMATION**

The proposer shall provide:

- 3.3.1 An Organizational Chart identifying the structure of firm and the primary responsibilities of the operational staff.
- 3.3.2 A list of key personnel and a complete resume detailing their experience, education, expertise, qualifications and training experience.
- 3.3.3 A designated contact person for coordination and communication between the CITY and Consultant. Please include that individual's title, telephone number, fax number, cell phone number and E-Mail.

### **3.4 PRICE PROPOSAL INFORMATION**

This section of the proposal shall include all goods and services to be provided by the vendor to complete the project as stated in this RFP, the statement of work and the applicable drawings. The minimum requirements stated in the statement of work shall be

included and re-stated in this section of the proposal. A total price for all goods and services shall be provided in this section.

Vendor shall submit a flat fee proposal for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor ("Authorized Person"), and vendor must affix their company's corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

A progress payment not to exceed 50% of the total fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. An additional progress payment of 25% of the total fee may be made upon request of the Successful Proposer, upon submittal of the draft for review. Final payment shall be made upon receipt and acceptance of the final audit report by the City Commission and upon request by Successful Proposer.

Fees for services for auditing work performed for other City departments/agencies will be negotiated with Successful Vendor.

This section shall also include the number of days necessary for the vendor to complete all work upon receipt of a notification to proceed from the City.

Offers will receive up to the maximum points listed in 2.15, based on the reasonableness of the total pricing and competitiveness of these amounts with other offers received.

### **3.5 VENDOR'S CERTIFICATION**

Each vendor submitting a proposal acknowledges, agrees and certifies as follows:

- 3.5.1 The vendor and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
- 3.5.2 The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- 3.5.3 The vendor has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this RFP;
- 3.5.4 The vendor has not divulged or discussed its proposal with other vendor;
- 3.5.5 The proposal is made based on independent determination of the vendor without collusion with other vendors in an effort to restrict competition;

- 3.5.6 The vendor has not made any attempt to induce any potential vendor from submitting or declining to submit a proposal in response to this RFP;
- 3.5.7 The vendor is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- 3.5.8 That the vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- 3.5.9 That pursuant to § 287.133, Fla. Stat., the vendor is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFP and may lawfully accept an award if selected; and,
- 3.5.10 That all information provided in the proposal is true and correct in all respects.

If any vendor or its proposal fails to comply with the foregoing certifications, said failure will include, but may not be limited to, grounds for rejecting that vendor's proposal.

### **3.6 BUSINESS INFORMATION**

Each proposer shall complete a Business Information page on the type of entity i.e., Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship and supporting documentation.

### **3.7 AMENDMENTS TO THE RFP**

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

### **3.8 ADDITIONAL INFORMATION**

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

## **SECTION 4: SCOPE OF WORK/SERVICES**

### **4.1 PURPOSE**

CITY is issuing this Request for Proposals (RFP) to select a vendor to provide City annual financial audit services.

## **4.2 GENERAL INFORMATION**

Pahokee is one of the thirty eight (38) municipalities within Palm Beach County located on the shore of Lake Okeechobee in Palm Beach County, Florida. As of 2020, the population recorded by the US Census Bureau was 5,524. Culturally, Pahokee is associated with the Florida Heartland, although officially it is a part of South Florida.

"Pahokee" means 'grassy waters' in the Creek language. The local residents refer to Pahokee as "The Muck" which refers to the mineral rich dark soil in which sugarcane, citrus fruits, and corn are grown. It was once known as the "Winter Vegetable Capital of the World" in its day when the city had thriving commerce. It is also a popular area for tree farms to grow native palm trees and other subtropical tree species. Pahokee once boasted hotels, barber shops, restaurants, clothing stores, amusement arcades and a theatre. Thereafter, mainly due to the conversion to industrialization of farming the City experienced closure of these businesses aside from a few local grocery stores. The area is also known for its numerous churches of multiple Christian faiths including, Baptist, Methodist and Catholic.

More recently, Pahokee's City Commission and city government have undertaken the task to revitalize the City of Pahokee by pursuing funding and by beginning to implement a number of projects. Due to the City's government limited staffing and expertise, the City of Pahokee is in need to reach out to consulting companies with particular expertise, including annual financial audit services to assist the City of Pahokee.

## **4.3 SCOPE OF ANNUAL FINANCIAL ADUIT SERVICES**

The City is soliciting sealed proposals to select a vendor to provide annual financial auditing services as described in Exhibit A annexed herein.

## **4.4 RESPONSIBILITIES OF THE CITY**

The CITY will provide the following services and data to the CONSULTANT for the performance each work order:

- a. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- b. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local governments and agencies which the CITY considers pertinent to the CONSULTANT's responsibilities, as described herein.

## **4.5 RESPONSIBILITIES OF THE CONSULTANT**

- a. The CONSULTANT shall perform only those services directly authorized by the CITY.
- b. Progress reports and invoices shall be provided as specified in the task work orders.
- c. All computer analysis will be performed on IBM PC or PC compatible computers utilizing software and analysis techniques approved by the CITY.
- d. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- e. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet NAD83 Zone 3601 and shall be based on the National Grid System where available.
- f. All graphics shall be provided to the CITY in a photo ready reproducible format. When

- appropriate, maps and graphics should be prepared using the specified GIS software.
- g. All materials will be provided to the CITY in both hard copy and electronic format.
  - h. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY's computer systems. Computations based on computer programs other than the CITY's must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the Consultant must be granted permission to do so by the CITY.

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## **EXHIBIT "A"**

### **SCOPE OF ANNUAL FINANCIAL AUDIT SERVICES**

This scope of work contains the minimum goods and services required by the City to complete annual financial audit services.

#### **1.1 Background Information**

The City is soliciting proposals from qualified and experienced independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the City. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The City operates under a City Commission/City Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (planning-zoning, building inspections), code enforcement, parks, culture-recreation, public improvements, general administrative services, marina and cemetery. The City's estimated population is 5,548. The City employs approximately 45 employees and administers a combined operating budget of about \$9,700,000.

City's Annual Financial Report for the year ended 2022, Management Letter and City's responses for the year ended 2022, will be available in electronic form. The City's approved budget for the year ending 2023 is available in electronic form. Prior audit reports and budgets are available to proposers as requested to aid their response to this request for proposals.

#### **1.2 Funds to be Audited**

The City uses the following fund types:

- Government Funds
- General Fund
- Permanent Fund
- Henderson Endowment Fund
- Enterprise Funds
- Marina & Campground Fund
- Cemetery Fund

#### **1.3 Performance Requirements / Scope of Work**

- A. All audit services contemplated shall be performed in compliance within the requirements of:
- 1) Chapter 79-589 and any other applicable Florida Statutes
  - 2) Regulations of the State of Florida Department of Banking and Finance

- 3) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349 Florida Statutes).
- 4) Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants
- 5) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget
- 6) United States Single Audit Act of 1984
- 7) United States Single Audit Act Amendments of 1996
- 8) State of Florida Single Audit Act
- 9) Statements on Auditing Standards (GAAS)
- 10) Government Auditing Standards, issued by the Comptroller General of the United States
- 11) Generally accepted governmental accounting standards
- 12) Governmental Accounting Standards Board (GASB)
- 13) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.

- B. The City expects the auditor to express an opinion on the presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.

The auditor shall also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information or the statistical sections contained in the Annual Financial Report.

- C. The audit shall be an annual audit as defined in section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.
- D. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the City with any required letters and schedules related to this audit.
- E. The audit shall also include preparation and review of the annual financial report provided to the Department of Banking and Finance to assure consistency with the Annual Financial Report.
- F. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the City no later than March 1<sup>st</sup> following the end of the fiscal year under audit. These letters shall be included in the Annual Financial Report by the City.
- G. The auditor shall submit, not later than March 1<sup>st</sup> following the end of the fiscal year under audit, a full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is



the City's intent that all fieldwork related to the audit shall be completed by February 1<sup>st</sup> following the end of the fiscal year under audit.

- H. The auditor shall provide the City 25 original copies of the Annual Financial Report as well as an electronic version. The City shall provide the report covers and sufficient letterhead for the transmittal letter.
- I. The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with City Manager or designee, or the City Commission, as deemed necessary.
- J. The auditor shall prepare and submit a draft of the Annual Financial Report to the City of Pahokee, not later than November 5<sup>th</sup> and a final report by November 12<sup>th</sup> following for the fiscal year ended September, 30, 2023 and subsequent year audit in accordance with the DFS deadline. Report on the financial condition of the City of Pahokee, or deterioration thereof, in accordance with the rules of the Auditor General. In addition, the auditor shall also:
  - a. Implement recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
  - b. Shall review applications for annual Certificate of Achievement for Excellence in Financial Reporting.
- K. Timeliness is critical in the performance of the audit. After the first year, the auditor should coordinate with the Director of Finance and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and City staff. The City will make necessary records available to the auditor through the year to assist in this regard. In addition, the City will make end-of-year records available to the auditor on or before November 30<sup>th</sup> after the end of the fiscal year under audit.
- L. The auditor shall report to the City, at least weekly, the status of any potential audit adjustments so that the City may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the City no later than one week following the issuance of the financial report year under audit.

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

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

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate officials and included in a separate letter to the City Commission.

- N. The City may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose financial statements or an extraction from the Annual Financial Report. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City of Pahokee shall be included in the base fee submitted by Vendor.
- O. The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City of Pahokee in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the City as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

- P. The auditors agree to notify the City immediately if any regulatory or other government agency requests a review of the audit work papers concerning the City or any other government client audited by the audit firm.
- Q. The auditor agrees to notify the City immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.
- R. 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 those staff designated as "key".
- S. Auditor shall provide the City with a copy of each external quality control review (peer review) conducted during the time period engaged by the City. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Vendor should state so in the response to the RFP. If available, the Vendor may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.
- T. The firm must agree to use City staff in preparation of supporting schedules, reconciliation's and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the City with a list of all schedules to be prepared by the City. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.
- U. The Successful Vendor shall be required to provide additional services, not specifically addressed above, to other City departments, agencies, Boards,

Trusts, etc. who may, from time to time, require auditing services. Services may be contracted with that entity(s) at time of need, and a separate Contract executed for provision of said services.

**2.4 Information to be provided to successful vendor by the City**

The City will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trial Balance printout as of September 30 and any other time periods requested by auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30 and any other time periods requested by auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. The City will prepare confirmation letters for the auditor.
5. Other information requested by the auditor and mutually agreed upon by the Director of Finance.

**2.5 Fees for Services**

Vendor shall submit a flat fee Proposal for the initial year of the Contract. Fees for the option years shall be at the same terms and conditions of the original year.

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed these amounts.

A progress payment not to exceed 50% of the total fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. An additional progress payment of 25% of the total fee may be made upon request of the Successful Proposer, upon submittal of the draft for review. Final payment shall be made upon receipt and acceptance of the final audit report by the City Commission and upon request by Successful Proposer.

Fees for services for auditing work performed for other City departments/agencies will be negotiated with Successful Vendor.

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