



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

5/29/2013

RE: City of Key West Request for Proposals (RFP) 007-13

External Audit Services

Dear Prospective Respondents to the Request for Proposals (RFP):

The City of Key West is soliciting proposals from qualified firms of certified public accountants to audit three years of the City of Key West's financial statements commencing the fiscal year ending September 30, 2013, with the City's option of the two subsequent fiscal years (five years maximum). This Request for Proposals (RFP) contains the following information pertaining to the request:

1. One Cover Sheet which is one (1) page in length;
2. The Request for Proposals which is sixteen (16) pages in length and which contains important information on deadlines, response contents, as well as completion of the following forms:
 - Anti-Kickback Affidavit one (1) page in length
 - Public Entity Crimes Certification three (3) pages in length
 - Local Vendor Certification one (1) page in length
 - Equal Benefits for Domestic Partners Affidavit five (5) pages in length w/ Ordinance
3. Insurance and Indemnification Requirements eight (8) pages in length
4. Ranking Form one (1) page in length

Please review your response package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com immediately, to obtain copies of any missing document(s). At the time the proposal is submitted, the successful Responder must show satisfactory documentation of state licenses (if

applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

In addition, proposals must contain the following complete (and certified, if applicable) documents:

1. A cover letter no more than two (2) pages in length
2. A concise proposal, **no more than 50 pages in length**, clearly addressing all of the requirements outlined in the RFP.
3. Anti-Kickback Affidavit one (1) page in length for each firm involved in the response
4. Public Entity Crimes Certification three (3) pages in length
5. Local Vendor Certification one (1) page
6. Equal Benefits for Domestic Partners Affidavit one (1) page in length

Please submit any questions regarding this RFP in writing via electronic mail to Roger Wittenberg, City of Key West Finance Director, at rwittenb@keywestcity.com.

Sincerely,

Sue Snider

Purchasing Agent



COVER SHEET

SUBJECT: CITY OF KEY WEST
REQUEST FOR PROPOSALS 007-13
EXTERNAL AUDIT SERVICES

ISSUE DATE: MAY 31, 2013

MAIL OR DELIVER PROPOSALS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVENUE
KEY WEST, FL 33040

PROPOSALS DEADLINE DATE: JUNE 26, 2013, NO LATER THAN 3:30 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

City of Key West Request for Proposals 007-13 External Audit Services

I. INTRODUCTION

A. General Information

The City of Key West is soliciting proposals from qualified firms of certified public accountants to audit the City of Key West's financial statements commencing the fiscal year ending September 30, 2013. These audits are to be performed in accordance with the following.

1. Section 11.45, Florida Statutes
2. Requirements of the Florida Department of Financial Services
3. Rules of the Florida Auditor General (Chapter 10.550, Local Government Entity Audits)
4. Audit and Accounting Guide – Audits of State and Local Governmental Units ("The AICPA Guide")
5. The Provisions of Federal Single Audit Act and OMB Circular No. A-133, Executive Office of the President, Office of Management and Budget, Washington D.C.
6. Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, published by the Comptroller General of the United States ("Yellow Book")
7. Florida Single Audit Act (Florida Statutes 215.97)
8. Governmental Accounting Standards Board Statement No. 34, and any other required statements applicable to the City of Key West
9. 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 for the City of Key West in future years.

There is no expressed or implied obligation for the City of Key West to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, a proposal must be received by 3:30 p.m. on June 26, 2013 at the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040. Proposals must be submitted in two sealed envelopes (one within the other) clearly marked with the name of the audit firm and "Proposal, External Audit Services." The sealed proposals will be opened by the City Clerk at 3:30 p.m. on June 26, 2013. Proposals may not be withdrawn after this time or within the ensuing sixty (60) day period. Proposals may be withdrawn prior to this time if so requested in writing. Proposals received after this time will not be considered.

The City of Key West reserves the right to reject any or all proposals submitted and to waive nonmaterial irregularities in any or all proposals submitted.

Proposals submitted will be evaluated by a City Manager led Evaluation Committee consisting of:

Bob Vitas – City Manager
Mark Z. Finigan - Assistant City Manager
Roger Wittenberg - Finance Director

During the evaluation process, the Evaluation Committee reserves the right, where it may serve the City of Key West's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Evaluation Committee or at the request of the City Commission, firms submitting proposals may be asked to make oral presentations as part of the evaluation process.

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

It is anticipated the final selection of an auditor will occur at the City Commission Meeting scheduled to be held at 6:00 p.m. on August 6, 2013 in the City Commission Chambers. Firms that have been ranked should plan to attend this meeting and be prepared to make oral presentations.

The negotiation process will follow this selection and it is expected a contract will be executed between both parties and approved by the City Commission by August 20, 2013.

B. Term of Engagement

A three year contract is contemplated. The contract will contain a provision allowing the City to exercise one additional option for two years.

C. Joint Venture/Subcontracting

Firms submitting proposals are neither encouraged nor discouraged from considering joint ventures or subcontracting portions of the engagement. If this is to be done, that fact and the name of the proposed joint venture or subcontracting firms must be clearly identified in the proposal. The firm that will serve as the principal auditor (unless a special consortium is formed to conduct the engagement), should be identified in the proposal. All information and qualifications required by this Request For Proposal must be submitted and met by both firms. Following the award of the audit contract, no additional joint ventures or subcontracting will be allowed without the express prior written consent of the City of Key West and is subject to the City of Key West's right to approve or reject subcontracting firms.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Key West is soliciting proposals from qualified firms of certified public accountants to audit three years of the City of Key West's financial statements commencing the fiscal year ending September 30, 2013, with the City's option for two additional fiscal years (five years maximum) These audits are to be performed in accordance with the provision contained in this Request For Proposal.

B. Scope of Work to be Performed

The City of Key West desires the auditor to express an opinion on the fair presentation of its comprehensive annual financial report in conformity with the audit standards as outlined below.

C. Auditing Standards Required for the Engagement

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

1. Section 11.45, Florida Statutes
2. Requirements of the Florida Department of Financial Services
3. Rules of the Florida Auditor General (Chapter 10.550, Local Government Entity Audits)
4. Audit and Accounting Guide – Audits of State and Local Governmental Units (“The AICPA Guide”)
5. The Provisions of Federal Single Audit Act and OMB Circular No. A-133, Executive Office of the President, Office of Management and Budget, Washington D.C.
6. Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, published by the Comptroller General of the United States (“Yellow Book”)
7. Florida Single Audit Act (Florida Statutes 215.97)
8. Governmental Accounting Standards Board Statement No. 34, and any other required statements applicable to the City of Key West
9. Any other applicable Federal, State, and local laws or regulations

D. Reports to be Issued

Following completion of the audit of each fiscal year's financial statements during the terms of the contract, the auditor shall issue:

The Comprehensive Annual Financial Report (CAFR) for submittal to the GFOA awards program by March 31.

1. All required reports for the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair

- presentation of the supplementary schedule of expenditures of federal awards and schedule of state financial assistance and related reports to the financial statements.
2. A report on compliance and other matters and internal control over financial reporting based on an audit of the financial statements. (Yellow Book)
 3. A report on compliance and internal control over compliance applicable to each major federal program and state project. (OMB Circular A-133, chapter 10.550 Rules of Florida Auditor General and Florida Statutes 215.97)
 4. A report to management when applicable (management letter).
 5. A report to city management on the requirements by the Rules of the Auditor General for Financial Condition Assessment.
 6. Federal and State single audit reports that comply with OMB Circular A-133 and the Florida Single Audit act.
 7. Agreed upon procedures report as required by the Florida Department of Transportation Section 5311 grant program requirements.
 8. Agreed upon procedures report as required by the Florida Department of Transportation Public Transit Block Grant program requirements.

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

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

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

E. Special Considerations

1. The City will be responsible for completing the MD&A, statistical section and transmittal sections of the Comprehensive Annual Report (CAFR) while the auditor will be responsible for all of the schedules, statements and footnotes in the CAFR. The auditor will be responsible for the preparation, review and finalization of the CAFR .
2. The City of Key West will send its CAFR to the Government Finance Officers Association of the States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide any special assistance to the City of Key West to meet the requirements of that program.

3. The City of Key West does not anticipate that it will prepare official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters". Costs directly related to these issues will be negotiated as they arise.
4. The schedule of federal awards and state financial assistance and related auditors' reports, as well as the reports on the internal control structure and compliance are to be issued as a separate report.
5. A list of findings and other weaknesses from the City of Key West's most recent financial statement audit are available upon request .
6. The Auditor will review prior to submission the annual financial report (AFR) prepared by the City and filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30.
7. The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, after completion dated of the audit, unless the firm is notified in writing by the City of Key West of the need to extend the retention period. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact/ Person/Organizational Chart/Key Personnel

The auditor's principal contact with the City of Key West will be Roger D. Wittenberg, Finance Director, or a designated representative, who will coordinate the assistance to be provided by the City of Key West to the auditor.

B. Background Information

The City of Key West serves an area of 4.8 square miles with a population of 25,000. The City of Key West's fiscal year begins on October 1 and ends on September 30. The City operates under a commission-manager form of government and provides services authorized by its charter including public safety, welfare, improvements, planning and zoning, recreation, and general administrative services.

The City of Key West has a biweekly gross payroll of \$900,000 covering 475 employees.

The City of Key West has departments located throughout the city and only its core functions are centralized at City Hall, Habana Plaza, and Flagler Avenue in Key West. The accounting and financial reporting functions of the City of Key West are centralized and located at 3104 Flagler Avenue, Key west, FL 33040.

More detailed information on the City of Key West and its finances can be found in its CAFR .

C. Fund Structure

The City of Key West uses the following fund types and account groups in its financial reporting:

| Fund Type/Account Group | # of Funds | #w/Annual Budgets |
|-------------------------|------------|-------------------|
| General | 1 | 1 |
| Special revenue funds | 8 | 8 |
| Debt service funds | 0 | 0 |
| Capital projects funds | 2 | 2 |
| Enterprise funds | 6 | 6 |
| Internal service funds | 1 | 1 |
| Fiduciary funds | 2 | 0 |

D. The City of Key West prepares the budgets for all funds on the cash basis of accounting.

E. Federal and State Financial Assistance

During the fiscal year ending September 30, 2012 the City of Key West received federal and state financial assistance. Prior year Schedule of Federal and State Financial Assistance is available upon request.

F. Pension Plans

The City of Key West provides two single employer, defined benefit pension plans. One plan is for Police Officers and Firemen; the other covers general employees. The Police and Firemen’s plan is audited annually each year by the plans auditors.

G. Component Units

The Key West Housing Authority is a discreetly presented component unit in the City of Key West's financial statements.

H. Joint Ventures

The City of Key West does not currently participate in joint ventures with other governments.

I. Magnitude of Finance Operations

The finance department is headed by Roger D. Wittenberg and consists of ten associates. The positions and number of employees assigned to each are as follows:

| <u>Positions</u> | <u>Number of Employees</u> |
|------------------------|----------------------------|
| Supervisor of Revenue | 1 |
| Finance Director | 1 |
| Deputy Director | 1 |
| Accounting Clerk III | 1 |
| Purchasing Agent | 1 |
| Accounting Coordinator | 1 |
| Budget Analyst | 1 |
| Coordinator III | 3 |

J. Computer System

1. Hardware

Type - Mainframe
Number - 1
Make - IBM AS400

2. Software

Make - HTE
Major Applications
General Ledger
Purchasing
Accounts Payable
Utility Billing
Receivables
Community Development
Building Permits
Work Orders
Fleet

K. Internal Audit Function

Current staffing levels permit a minimum number of routine internal audit procedures conducted by the Finance Department. Areas of concern are addressed as they arise.

L. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Roger D. Wittenberg, Finance Director, at City of Key West, 3104 Flagler Avenue, Key West, Florida 33040 by telephone (305) 809-3822 or by emailing rwittenb@keywestcity.com. The City of Key West will use its best efforts to make prior audit reports and supporting working papers available for on-site reviews to proposers to aid their response to this request for proposals.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

| | |
|------------------------------|---------------|
| Request for Proposals issued | May 31, 2013 |
| Due date for proposals | June 26, 2013 |

B. Notification and Contract Dates

| | |
|--|---------------------------|
| Firms Rated & Ranked by Evaluation Committee | July 12, 2013 (tentative) |
| Presentation to City Commission | August 6, 2013 |
| Contract date /Approval by Commission | August 20, 2013 |

C. Date Final Report is Due

It is anticipated that the auditor will deliver the opinion letter, management letter, CAFR and all requested reports by March 31st of each year. The City requires 10 bound copies of all reports.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

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 the City.

B. Information Technologies (IT) Assistance

The availability of IT personnel to assist the auditor in performing the engagement is limited so the need should be specifically addressed in submitted proposals. Personnel will be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of the City's computer hardware and software if necessary.

C. Statements and Schedules to be prepared by the Staff of the City of Key West.

The City of Key West will prepare the working trial balances and account analyses for all funds.

D. Work Area, Telephones, Computers, Photocopying and Fax Machines

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities, computer, and FAX machines.

E. Report Preparation

All report preparation, editing and printing shall be the responsibility of the Auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the Request for Proposal may be made in writing or via telephone facsimile. All inquiries and responses will be transcribed and sent to all interested parties. Inquiries must be addressed to:

Roger D. Wittenberg, Finance Director
City of Key West
3104 Flagler Avenue
Key West, Florida 33040
PH: (305)809-3822
Fax:(305)809-3806
Email rwittenb@keywestcity.com

2. Submission of Proposal

The following material is required to be received by 3:00 p.m. on June 26, 2013 for a proposing firm to be considered. A master copy (so marked) of a Audit Proposal to include the following:

- i. Title Page -Title page showing the Request for Proposal subject; the firm name, name, address, and telephone number of a contact person; and the date
- ii. Table of Contents
- iii. Transmittal Letter - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for sixty (60) days.

iv. Detailed Proposal - The detailed proposal should follow the order set forth in Section VI B of this Request for Proposal. Executed copies of Sworn Statement on Public Entity Crimes, Anti-Kickback Affidavit, Local Vendor Certification and Equal Benefits for Domestic Partners Affidavit .

B. Audit Proposal

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Key West in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentations. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the firm's qualifications requirements.

The proposal should be prepared simply and economically, providing a straight-forward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposals. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Key West as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards" (1988).

The firm should also list and describe the firm's (and/or proposed subcontractors') professional relationships involving the City of Key West or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Key West written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Florida

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

4. Firm(s) Qualifications and Experience

If the proposer is a joint venture or subcontractor, the qualifications of each firm comprising the same must be separately identified and the firm that is to serve as the principal auditor should be noted, if

applicable. All information and qualifications required by this request must be submitted and met by each firm.

The proposal should state the size of the firm, the size of the firms' governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time or part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement as to whether that quality control review included a review of specific government engagements.

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

5. Partner, Supervisory, and Staff Qualification and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations.

The firm should provide as much information as possible regarding the number, qualifications, experiences and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The Firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Key West. However, in either case, the City of Key West retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposal can only be changed with the express prior written permission of the City of Key West, which retains the right to approve or reject replacements.

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

6. Prior Engagements with the City of Key West

The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Key West by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firms' office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit:

a. List the most significant engagements (maximum of 5) performed in the last five years similar to the engagement described in this Request for Proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, the name and telephone number of the principal client contact, and the extent of their participation in the GFOA Certificate program.

b. List all current similar engagements including scope of work, preparer of financial statements and participation in the GFOA Certificate program.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City of Key West's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Extent to which statistical sampling is to be used in the engagement
- d. Extent of use of MIS software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City of Key West's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Key West.

10. The proposed cost of services should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all inclusive maximum prices is to contain all direct and indirect costs including all out of pocket expenses. These prices should be determined on an annual basis for the term of the contract, to include the option period.

VII. EVALUATION PROCEDURES

A. Proposal Evaluation

Proposals submitted will be evaluated by a three (3) member Evaluation Team consisting of:

Bob Vitas – City Manager
Mark Z. Finigan, Assistant City Manager - Administration
Roger Wittenberg, Finance Director

B. Review of Proposals

The Evaluation Committee will meet to review and discuss the proposals. The Evaluation Committee will then evaluate and rank the responses based on the items described in Section VII C below. The Committee may short list firms to be submitted to the City Commission should the number of respondents exceed three. The City Commission may accept the ranking recommendation of the Evaluation Committee, request ranked firms to give presentations and/or answer questions, amend the rankings or reject all proposals. The City Commission will make the final selection.

The City of Key West 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

Proposals will be evaluated using three sets of criteria: Mandatory Elements, Technical Qualifications and Cost of Service Requirements. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications and costs. Price will not be the sole or predominant factor. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent.

b. Licensed to practice in Florida

c. The audit firm's professional personnel have received adequate continuing Professional education within the preceding two years.

d. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Key West

e. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

f. The firm has the competence and capabilities to satisfy the requirements of the engagement

2. Technical Qualifications (50 points)

a. Expertise and Experience (35 Points)

(1) The firm's experience and performance on comparable government engagements

(2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

(3) The firm's experience with similar federal or state financial assistance programs.

b. Audit Approach (15 Points)

(1) Adequacy of proposed staffing plan for various segments of the engagement

(2) Adequacy of sampling techniques

(3) Adequacy of analytical procedures

3. Cost of Service Requirements (40 points)

a. Total All-Inclusive Maximum Price

The proposed cost of services should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all inclusive maximum prices is to contain all direct and indirect costs including all out of pocket expenses. These prices should be determined on an annual basis for the term of the contract. To include:

(1) Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

(2) Out-of-pocket Expenses Included in the Total All- inclusive Maximum Price and Reimbursement Rates

(3) Rates for Additional Professional Services

4. References (10 Points)

The City will not be responsible for expenses incurred in preparing and submitting the request for proposal. Such costs should not be included.

VIII. ADDITIONAL CONSIDERATIONS

A. Oral Presentations

During the evaluation and selection process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions on a firm's proposal. Not all firms may be asked to make such oral presentations. Firms may also be requested to give oral presentations in the final selection proceedings. All presentations shall be at the firm's own expense.

B. Final Selection

The City Commission will make the final selection. Only the three (3) highest rated Proposals as determined by the City Manager appointed Evaluation Committee will go forward to the City Commission in ranked order. Each short-listed proposal may be required to make a presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed Evaluation Committee ranking. The final selection will be on the agenda of the City Commission Meeting scheduled to be held at 6:00 p.m. on August 6, 2013. All firms to be ranked should plan to attend at their own expense and be prepared to give an oral presentation.

Following notification of the firm selected, the negotiation process will begin. It is anticipated a contract will be executed between both parties and approved by the City Commission by August 20, 2013.

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Key West and the firm selected.

The City of Key West reserves the right without prejudice to reject any or all proposals.

D. Request for Proposal/Contract

All requirements and conditions set forth in this Request For Proposal shall be incorporated into the contract between the City of Key West and the selected auditor.

All City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

E. Termination Provisions

1. Termination for Convenience of the City of Key West.

The City, by written notice, may terminate this contract, in whole or in part, when in the City's interest. If this contract is terminated, the City shall not be liable for damages. The City shall be liable only for services rendered before the effective date of termination.

F. Insurance and Indemnification Requirements

Auditor shall indemnify Client and shall obtain and maintain insurance in accordance with the provisions contained herein.

H. Changes in Scope of Work

CITY and AUDITOR may request changes that would extend, decrease or otherwise modify the scope of professional services set forth in the Request for Proposal. Such changes and method of compensation must be set forth in writing as a change order.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this day of , 2013

NOTARY PUBLIC, State of Florida

My commission expires:

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

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

1. This sworn statement is submitted to _____
by _____
(print individual's name and title)
For _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN)
is _____ (if the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement):

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

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2013

NOTARY PUBLIC

My commission expires:

LOCAL VENDOR CERTIFICATION
Pursuant to City of Key West Code of Ordinances Section 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____
Current Local Address: _____
(P.O Box numbers may not be used to establish status)

Phone: _____
Fax: _____

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least

one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or

(2) The city may terminate the covered contract; or

(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4) The city may also pursue any and all other remedies at law or in equity for any breach;

(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.

(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

(3) The contractor is a governmental entity.

(4) The sale or lease of city property.

(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(f) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE

INDIVIDUAL / FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the INDIVIDUAL/FIRM shall provide the minimum limits of liability insurance coverage as follows:

| | | |
|-------------------------------|-------------|-------------------------|
| Auto Liability | \$1,000,000 | Combined Single Limit |
| General Liability | \$2,000,000 | Aggregate (Per Project) |
| | \$2,000,000 | Products Aggregate |
| | \$1,000,000 | Any One Occurrence |
| | \$1,000,000 | Personal Injury |
| | \$ 300,000 | Fire Damage/Legal |
| Professional Liability | \$1,000,000 | Per Claim Aggregate |
| Additional Umbrella Liability | \$2,000,000 | Occurrence Aggregate |

INDIVIDUAL / FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies-excepting Professional Liability-on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. INDIVIDUAL/FIRM will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the INDIVIDUAL / FIRM shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the INDIVIDUAL/FIRM who is performing any labor, services, or material under the Contract. Further, INDIVIDUAL / FIRM shall additionally maintain the following minimum limits of coverage:

| | |
|--|-------------|
| Bodily Injury Each Accident | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit | \$1,000,000 |

If the work is being done on or near a navigable waterway, INDIVIDUAL / FIRM's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 0002 01 A) coverage if specified by the City of Key West. INDIVIDUAL / FIRM shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth

herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

INDIVIDUAL / FIRM's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. INDIVIDUAL/FIRM will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the INDIVIDUAL/FIRM.

Indemnification

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the INDIVIDUAL/FIRM, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of INDIVIDUAL/FIRM's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDIVIDUAL/FIRM under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|-------------------------------|--------------------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (Area Code and Ext): | FAX (Area Code and Ext): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| INSURED Design Professional Sample | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL RISK | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------|---------------|--------------------------|--------------------------|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC. | X X | | | | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS- COMP/OP/ASG \$2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X X | | | | COMBINED (Single Limit Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | X X | | | | EACH OCCURRENCE \$,000,000 AGGREGATE \$,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A X | | | | <input checked="" type="checkbox"/> STY Y:1 I, JH- EL EXCH ACCIDENT \$1,000,000 EL DISEASE- EA EMPLOYEE \$1,000,000 EL DISEASE- POLICY LIMIT \$1,000,000 |
| | Professional Liability | | | | | Per Claim \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Key West P.O. Box 1409 Key West, FL 33041-1409 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 2010 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES OR
CONTRACTORS -SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|-----------------------------------|
| | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II -Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24040509

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|---------------------------------|
| Name Of Person Or Organization: |
| |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

we 000313
(Ed. 4-84)

CITY OF KEY WEST
Evaluation team
Ranking Form
RFP 07-13

Project Name: External Audit Services

Project Number: RFP 007-13

Firm _____

Date _____

SELECTION CRITERIA **POINTS ALLOWED** **POINTS EARNED**

| | | | | | |
|-----------------------------------|--|------------|--|--|--|
| Expertise and Experience | | 35 | | | |
| Audit Approach | | 15 | | | |
| Total All-Inclusive Maximum Price | | 40 | | | |
| Sub-Total Points | | 90 | | | |
| References | | 10 | | | |
| Total Points | | 100 | | | |