

REQUEST FOR PROPOSALS

Audit Services by A Qualified Certified Public Accountant Firm

The Pensacola Downtown Improvement Board (“DIB”) is accepting proposals from Certified Public Accountant firms (“Proposers”) to provide audit services for the period beginning October 1, 2019 and ending September 30, 2020. Interested parties may acquire a copy of the Request for Proposal (“RFP”) by contacting Lissa Dees at 850-434-5371.

RFP Timetable

1. Date of Advertisement for RFP – 02/03/20;
2. Date of Written Question Deadline due by 5:00P.M. (Central) – 02/17/20
3. Date of Responses to RFP due at 5:00 P.M (Central) – 03/06/20
4. Date of Finance Committee Opening of Proposals & Evaluation Meeting at 4:30P.M. (Central) – 03/10/20
5. Date of Selection Meeting by the DIB – 03/24/20

Questions and Additional Information

Questions regarding this RFP process and questions relative to the scope of services shall be addressed to DIB Attn: Lissa Dees 226 S. Palafox Place Suite 106 Pensacola FL 32502 in writing and be received no later than 4:30 P.M. (Central) on [03/03/20]. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by Lissa Dees DIB Executive Director. Oral answers will not be authoritative.

Sealed Proposals

To be considered, six (6) copies of a proposal should be submitted in a sealed package clearly identified as “**SEALED PROPOSAL - AUDIT SERVICES**” and mailed to:

DIB Attn: Lissa Dees 226 S. Palafox Place Suite 106 Pensacola, FL 32502

Proposals shall clearly indicate the legal name, address, telephone number and e-mail address of the Proposer (company, firm, and partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

All expenses for preparation and submission of the RFP to the DIB are to be borne by the Proposer.

Legal Requirements

All Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall apply, including but not limited to the DIB Special Act, Laws of Florida, Section 72-655 as amended.

This RFP and the resulting contract will be made and ended in Escambia County, Florida and shall be governed by the laws of the State of Florida. A proposed contract for services shall accompany the proposal.

Background of the DIB

The mission of the DIB is (i) to market downtown Pensacola to business prospects and investors, (ii) to service as an advocate for projects necessary to revitalize downtown Pensacola and to create in downtown a thriving urban neighborhood; (iii) to enhance downtown Pensacola as a place to work, visit, live, and be entertained, and; (iv) to raise awareness of downtown Pensacola as an important business, residential, cultural and entertainment center in the Triangle metropolitan area.

The DIB was incorporated as a dependant special district of the City of Pensacola per Chapter 189, Florida Statutes. The DIB was formed in April 1972. The long-term strategy of the DIB is formulated by an all-volunteer Board of Directors, comprised of Downtown property and business owners, while the day-to-day affairs are executed by the DIB's Executive Director and staff.

The DIB's annual operating budget is roughly \$1,510,000.00 per year. For the DIB, the DIB employs 3.5 FTEs and for the Downtown Management Parking District, a division of the DIB, the DIB employs 6 FTEs. The parking fund has roughly an \$1,008,000.00 annual budget.

Main Sources of Revenue for the DIB

Property assessments in the Business Improvement District provide 50% percent of the DIB's income and 30% from City Redevelopment Agency tax reimbursement interlocal agreement.

Fees for Services provide are the next largest income streams such as businesses participating in special events. Next is participation in DIB sponsored programs such as website participation and trash co-op.

Services to Be Performed

Your proposal is expected to cover the following services as a minimum:

1. Annual audit of the financial statements for the period of October 1, 2019 through September 30, 2020 in compliance with the City of Pensacola's requirements for the

- audit of a public agency and with the legal requirement it be completed, approved by the DIB board and delivered to the City no later than December 31, 2020.
2. Meetings with the DIB Staff, Accountant, Finance Committee and Board of Directors, which shall approve the annual audit of financial statements before submission to the City of Pensacola
 3. Management letter shall contain the audit findings which, among other matters, may include the following material items discovered within the scope of the audit:
 - a. Whether errors or irregularities reported in the preceding annual financial audit have been corrected.
 - b. Whether recommendations made in the preceding annual financial audit have been followed.
 - c. Recommendations to improve the DIB's present financial management, accounting procedures, internal controls, and increase efficiency.
 - d. Violation of the laws, rules, and regulations discovered within the scope of the financial audit which may or may not materially affect the financial statements.
 - e. Illegal or improper expenditures discovered within the scope of the financial audit which do or do not materially affect the financial statements.
 - f. Improper or inadequate accounting procedures.
 - g. Failure to properly record financial transactions.
 - h. Other inaccuracies, irregularities, shortages, and
 - i. Defalcations, if any, discovered by the auditor.
 4. The examination will be made in accordance with generally accepted auditing standards. The primary purpose of the examination is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material error, defalcations, or other irregularities may exist or if any other circumstances are encountered that required extended services, the Proposer will promptly advise the DIB. No extended services will be performed as part of the audit unless they are authorized in the contractual agreement or in an amendment to the agreement.
 5. Any adjusting journal entries identified by the auditors shall be compiled in a report and reviewed with the Executive Director of the DIB. The auditors will coordinate the posting of the adjusting entries with the Executive Director of the DIB to ensure accurate fiscal year ending and beginning balances.

Your Response to This RFP

In responding to this request, please provide the following information:

1. Detail your firm's experience in providing auditing services to public organizations. The firm must have been established as a legal entity in the State of Florida and have performed CPA services for a minimum of five (5) years.
2. Discuss commitments you will make to staff continuity, including your staff turnover experience in the last 3 years.
3. Identify the partner, manager and in-charge accountant who will be assigned to our audit if you are successful in your proposal, and provide biographies. The certified public accountant in charge of the audit to be performed must have completed, within the immediately preceding three (3) years, at least twenty-four (24) hours of continuing professional education programs that are approved by the Board of Accountancy and are directly related to the government environment and to governmental auditing.
4. Describe how your firm will approach the audit of the company, including the use of any association or affiliate member firm personnel, if applicable.
5. Set forth your fee proposal for the 2019-20 audit.
6. Furnish standard billing rates for classes of professional personnel.
7. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our independent auditors is the best decision we could make.
8. Include up to 3 client references that we may contact.
9. The firm should clearly indicate its available governmental expertise at the local office level.

Evaluation of Proposals

In evaluating proposals, the DIB will consider all information that it deems relevant for awarding a contract including, without limiting the generality of the foregoing, price, ability to perform, experience and past performance. With regards to any proposals or proposals submitted in response hereto, to the extent permitted by law the DIB reserves the right to waive any errors, omissions, irregularities, and deviations if the DIB determines that such action is in the best interest of the DIB and/or public health, safety and/or welfare. Furthermore, to the extent permitted by law the DIB may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all proposals, to modify (with the approval of the proposing party) the

proposal, to negotiate with any proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project.

This RFP is utilized merely as a vehicle to facilitate the evaluation of a Proposers and proposals. Except as required by law this RFP shall not in any manner grant and shall not be construed in any manner grant rights, benefits or expectations of any manner whatsoever to any person interested in submitting, contemplating submitting, or who in fact does submit a proposal in response hereto. The final terms and conditions of any project contemplated herein may be negotiated between DIB and any responsive Proposer and, except as required by law, the DIB shall not be required to accept any particular proposal or negotiate with any responsive Proposer notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive proposal. The DIB reserves the right to negotiate a proposal in the best interest of the DIB which may include adding or deleting terms and conditions from those specified herein and/or from the proposal upon by a responsive Proposer or contained in a responsive Proposer's proposal.

Note To All Prospective Proposers

It is the intent of the DIB to comply with the auditor selection procedure as noted the F.S. 218.391

Public Entity Crimes

Pursuant to Florida Statutes Section 287.133(2)(a), are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A "public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Insurance Requirements

(Include a copy of your certificate of insurance with your proposal.) Workers' compensation to meet statutory limits in the State of Florida and Employer's Liability with a limit of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee).

Commercial General Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include premises/operations, products/completed operations, contractual liability and independent contractor's coverage.

Business Auto Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.

Professional liability with a minimum limit of \$500,000 per occurrence.

DIB is to be an additional insured on the commercial general liability and business liability policies. DIB will be given thirty (30) days' notice prior to cancellation or modification of any insurance. Such notification shall be in writing by registered mail, return receipt requested and addressed to the Director of Finance. It is the responsibility of the Proposer to ensure that all subcontractors comply with all requirements.

Indemnity

Proposer shall be required to save, defend, indemnify and hold harmless the DIB, the individual Board members, agent, employees, counsel and staff of and from any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee and penalty, or other charge including but not limited to any court filing fee, court costs, arbitration fee for cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification, including, without limitation, in each case, attorneys' fees, other professionals' fees and disbursements, arising out of or relating to the performance of the contract.

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, "Public Records Law" and the "Government and Sunshine Law" respectively.

Equal Employment Opportunity

In connection with carrying out any project, the selected Proposer shall not ever have engaged in, and shall not during the term of the contract engage in, any discrimination against any employee or applicant for employment because of race, color, religion, national origin, age, or physical handicap.

Protest Procedures

If a proposal of a Proposer is deemed non-responsive or non-responsible, the Executive Director of the DIB shall provide written notice of the decision to the all Proposers.

The Executive Director of the DIB shall provide written notice of the decision to all the Proposers of an award of a contract.

The procedures outlined under Section 120.57(3), Florida Statutes shall be utilized to resolve any protests of a decision of the DIB arising from the contract solicitation or award process under this RFP with the exception that any person who is adversely affected by a decision of the DIB arising from the contract solicitation or award process under this RFP shall file with the Executive Director of the DIB a written notice of protest in writing within 72 hours after the a proposer's receipt of the written notice of the decision from the Executive Director of the DIB.

Any Proposer filing a protest shall submit with its protest a protest bond, payable to the DIB, in the amount of fifteen thousand dollars (\$15,000). If the protest is decided in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the DIB. The protest bond shall be in the form of a cashier's check.