



CITY OF MADERA

REQUEST FOR PROPOSALS (RFP)
RFP 201920-02

PROFESSIONAL AUDITING SERVICES

RFP SUBMISSION DATE: MONDAY, August 5, 2019
BY
3:00 P.M.

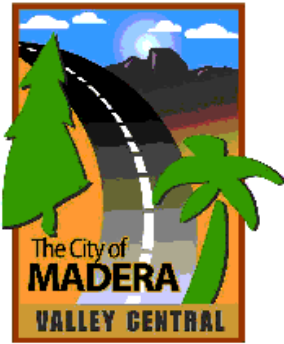
PROPOSAL CONTACT:

Becky McCurdy
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

Phone: (559) 661-5463
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REQUEST FOR PROPOSAL

PROFESSIONAL AUDITING

SERVICES

RFP NO. 201920-02

July 10, 2019

1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Becky McCurdy, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: PROFESSIONAL AUDITING SERVICES

RFP No. 201920-02

Filing Deadline: Monday, August 5, 2019 - 3:00 P.M.

B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any bidder at any

time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information requested in the original proposal.

E. The City of Madera recognizes its policy of providing equal opportunity to all qualified Persons and hereby notifies all bidders that it encourages all bidders to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City of Madera agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

F. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.madera.gov/purchasing> on the Bid Announcement and Results page.

The City will not be responsible for verbal responses made by any parties including the designated contact and/or her/his designee. Before an award is made, any contact with City staff regarding this RFP, other than the designated contact or his/her designee(s), without prior written authorization is strictly prohibited and may render the bidder non-responsive.

No questions or inquiries regarding this RFP should be directed to any individual(s) at the sites detailed in this document. All inquiries should be submitted in writing per the process described in this document.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Monday, July 29, 2019. Written questions or inquires should be emailed, mailed or faxed to:

Becky McCurdy
City of Madera
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

rmccurdy@cityofmadera.com
FAX: (559) 661-0760

G. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. The City may request an interview with the top rated companies. A reference check may also be conducted.

H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the bidder or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

I. The City reserves the right to seek supplementary information from any bidder at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

K. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

L. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least ninety (90) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.

M. It is the City's intent to award a single Contract for the work described. The City reserves the right to award a contract, or make no award, whichever is in the best interests of the City. The City also reserves the right to negotiate the terms and conditions of the contract resulting from this solicitation. The term of the contract shall be for three years with two additional one year options. Each extension of the contract is subject to the review and recommendation of the City, the satisfactory negotiation of terms (including a price acceptable to both the City of Madera and the selected firm), and annual availability of an appropriation. The successful bidder shall enter into a formal agreement with the City which will be very similar in content to Attachment B: Draft Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.

N. It is the City's policy to encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license.

Bidders will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Bidders will provide documentation of current use of local vendors and upon request, provide records showing ongoing outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

The local vendor outreach policy shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

O. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.

P. Bidder's Proprietary information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for which all proposals are rejected and for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provision of law.

Q. Bidder shall supply any Federal or State of California License/Certification/Contractors License required to provide the services and a Certificate of Insurance in accordance with Attachment C: Insurance Requirements for Consultants.

Service provider, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this Agreement.

R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Invitation for Bid. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

- i. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

- ii. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

S. All expenses associated with the preparation and submission of a proposal to the City shall be the sole financial responsibility of the proposer.

2. GENERAL INFORMATION

The City of Madera is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021 with the option of extending this agreement for two additional one-year periods. To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
2. The standards for financial audits set forth in the U. S. General Accounting Office's *Government Auditing Standards (1994)*,
3. The provisions of the Single Audit Act of 1984 (as amended in 1996),
4. The provisions of the U. S. Office of Management and Budget (OMB) Circular A-133, audits of States, Local Governments, and Non-Profit Organization, Audits of State and Local Governments,
5. Guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR)2 Part 200. Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards.
6. Any other applicable standards for conducting examinations of those items outlined in the Scope of Work and/or Reports to be issued in conjunction therewith.

The City desires a Comprehensive Annual Financial Report (CAFR) to be prepared by the independent auditor and be fully compliant with all applicable GASB statements for the fiscal year ended June 30, 2019 and each of the subsequent years, June 30, 2020 and 2021 of the audit firm's contract with the City.

3. SCOPE OF WORK

The selected independent auditor will be required to perform the following tasks:

- A. The audit firm will perform an audit of all funds of the City of Madera. The audit will be conducted in accordance with auditing standards generally accepted

in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City. The audit shall include at a minimum the following components:

1. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
2. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.
3. The audit firm may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of GASB requirements and specifics of Federal and State regulations as they may affect local government accounting. During the term of this contract, the City will implement any and all new GASB statements that are applicable to comply with governmental financial reporting standards as established by GASB.

In addition to the task identified above the City would like to request pricing on the following optional task:

1. Prepare the financial statements for the Financing Authority, a component unit of the City.
- B. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
- C. The City of Madera operates a municipal golf course. On an as needed basis, the City requires the audit firm to perform a compliance review of the agreement between the City and the management company that has been retained to operate and manage the golf course.

D. Reports to be issued

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

E. Reports to be Issued

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

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs (this report may be combined with report number 2).
6. A report on compliance with specific requirement applicable to major federal financial assistance programs.
7. A report on compliance with specific requirements applicable to non-major federal financial assistance programs (this report may be combined with report number 6).
8. A report on compliance with general requirements for both major and non-major federal financial assistance programs.
9. Agreed-upon procedures reports regarding verification of the Gann limit.
10. Statistical tables in accordance with GASB 44.

In the required report(s) on 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 internal controls.

The reports on compliance shall include all instances of noncompliance.

F. 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 following parties: City Manager; City Attorney; and the Director of Finance.

G. Special Considerations

1. The City of Madera has determined that the United States Department of Transportation will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

H. 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 seven (7) years, unless the firm is notified in writing by the City of Madera of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Madera
- U.S. Department of Transportation
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state government or by the City of Madera as part of an audit quality review process.
- Auditors of entities of which the City is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of

continuing accounting significance.

I. Audit Schedule

The planning phase of the audit engagement may commence upon receipt of a Notice to Proceed to be issued after award by City Council and execution of a City-standard two-party agreement. The audit shall provide the City with an audit plan and a list of schedules to be prepared by City personnel prior to the beginning of fieldwork. Interim fieldwork would be expected to be performed in June with the final phase of fieldwork commencing in September.

The City will attempt to have the books closed and all agreed upon schedules available for the auditors by the second Friday in October.

In the period ending June 30, 2019 the auditor and the Director of Finance shall adopt a schedule for production of the final reports with the understanding that the dates listed below are the preferred dates for production of the reports. In all subsequent years the auditor shall have drafts of the final reports and recommendations to management available for review by the Finance Director by the following dates:

City of Madera	2 nd Friday in November
Financing Authority	2 nd Friday in November
Successor Agency to the former Madera Redevelopment Agency	2 nd Friday in November

J. Entrance Conferences, Progress Reporting and Exit Conferences

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on at least a monthly basis to the Finance Director. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

K. Final Reports

The Finance Department will complete their review of the draft report as expeditiously as possible. This process is not expected to exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the drafts. Once all issues for discussion are resolved, the auditor shall publish, produce and deliver to City ten (10) bound and one (1) photo ready copy of the final signed report. It is anticipated that this process will be completed and the final reports delivered by the following dates:

City of Madera	November 22
Financing Authority	November 22

4. **BACKGROUND INFORMATION**

A. City Representative

The auditor's principal contact with the City will be Susan O'Haro, Acting Director of Finance or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City of Madera is a general law, full service municipality located in the Central San Joaquin Valley, 30 miles north of Fresno. The City operates under the Council-Manager form of government and provides basic local governmental services including public safety, maintenance and construction of public improvements, cultural, recreation, planning, zoning and general administration. In addition, the City operates enterprises including: Water, Sewer, Waste Disposal and a General Aviation Airport.

The City has a total operating fund budget of approximately \$90 million for fiscal year ending June 30, 2019 and employs approximately 325 full-time equivalent employees.

The City is organized into approximately 17 departments and agencies. The accounting and financial reporting functions of the City are centralized.

C. Financial Operations

The City's Finance Department is headed by Susan O'Haro, Acting Director of Finance and consists of 16 employees. The principal functions performed and the number of employees assigned to each are as follows:

<u>Function</u>	<u>Number of Employees</u>
Accounting	3
Audit and Budget	4
Payroll	1
Business License	1
Accounts Payable	1
Investments/Special Districts	1
Accounts Receivable	1
Cashier	8
Collections	3
Clerical	8

D. Fund Structure

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

<u>Fund type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number w/Legally Adopted Annual Budgets</u>
General Fund	5	5
Special Revenue Funds	141	141
Debt Service Funds	3	3
Capital Projects Funds	8	8
Enterprise Funds	8	8
Internal Service Funds	3	3
Private Purpose Trust Funds	1	N/A
Non-expendable Trust Funds	-	-
Pension Trust Funds	-	-
Agency Funds	1	N/A
General Fixed Assets Account	1	N/A
General Long-Term Debt Account	1	N/A

E. Federal and State Financial Assistance

During the fiscal year 2018/19 the City of Madera received the following financial assistance:

Catalog of Federal Domestic Assistance \$	Program	FY 2018/19 Expenditure
20.507	Federal Transit Administration	863,000
14.218	Community Development Block Grant	575,060

And several smaller Federal and State pass through awards.

F. Pension Plan

The City of Madera participates in the California Public Employees Retirement System (PERS), an agent multiple-employer plan. Actuarial services for the plan are provided by PERS.

G. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental

Accounting and Financial Reporting Standards Section 2100. Using these criteria, component units have a fiscal year end of June 30 and are to be audited as part of the City's financial statements.

The management of the City identified the following component units for inclusion in the City's financial statements:

1. Housing Authority of the City of Madera. The Housing Authority of the City of Madera was activated by the City Council of the City of Madera on July 3, 1985. The purpose of the Housing Authority is to respond to the need for affordable housing in Madera by providing a financing mechanism to encourage such development in the City. Additional housing services, such as operation of the Section 8 Rent Subsidy program, are carried out on behalf of the Housing Authority of the City of Madera by the Riverside County Housing Authority. The members of the City Council of the City of Madera currently serve as the Commissioners of the Housing Authority.

2. City of Madera Financing Authority. The City of Madera Financing Authority was created by a joint exercise of joint powers agreement between the City of Madera and the Redevelopment Agency of the City of Madera on February 1, 1991. The purpose of the Authority is to provide, through the issuance of debt, financing necessary for various capital improvements. The Authority is administered by the Board who are the members of the City Council and the Mayor. The Authority's sole source of income is installment sale, loan and lease payments received from the City and Successor Agency to the former Madera Redevelopment Agency which are used to meet the debt service requirements on debt issues.

H. Computer Systems

COMPUTER HARDWARE

Type of Equipment	Number	Networked
Multiple Servers	50 (approx.)	Yes
Personal Computers	300 (approx.)	Yes

COMPUTER SOFTWARE

Vendor	Major Applications
Tyler Munis	General Ledger, Accounts Payable, Budget, Capital Assets, Utility Billing (tentative go-live 02/18/2020)
MAIS	Utility Billing – expect to transition to Munis 02/18/2020
Executime	Payroll
TRACUM	Fleet Management

I. Availability of Comprehensive Annual Financial Reports

The Audited Financial Statements for the last three years are available on the City's website at www.madera.gov. Click on "Departments", click on "Finance" and you will see the link for the Audited Financial Statements.

5. **ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

A. Finance Department Assistance

The Finance Department staff and responsible 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, with the assistance of the auditor.

City Staff will assist the auditors in identifying and locating supporting documentation.

The auditors may be responsible for pulling some files and refiling them depending on the items requested.

B. Information Technology (IT) Assistance

IT Personnel will be available to provide system's documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software unless mutually agreed upon. However, various computer reports will be provided to the auditor as required.

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

The City will prepare statements and schedules for the auditor as requested.

D. Work Area, Telephones, 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 a telephone line, photocopying machine, and FAX machine.

Long distance telephone and/or FAX communications will be charged to the auditor.

6. **PROPOSAL CONTENT INSTRUCTIONS**

Please submit three (3) hard copies of your proposal to the City of Madera which will include; two (2) bound copies and one (1) unbound original with a copy of this RFP attached to the front of each proposal. Please keep your proposal as concise as possible. The proposal must contain the information below. To easily rate your proposal; please format your response to coordinate with the numbering system outlined below. For

example, section #1, would be your firm's Transmittal Letter, section #2 would contain the general information about your firm and so forth.

1. Each proposal shall include a transmittal letter with the firm's address, telephone number, e-mail address. The transmittal letter should be signed by a legally authorized representative of the company, 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 fiscal years 2018-19, 2019-20, and 2020-21.

2. Each bidder should include a summary of their proposed management plan covering specifications and qualifications.

3. The proposal should present qualifications that demonstrate the bidder's ability to successfully accomplish this project.

4. The firm is required to include a summarization of the results of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall 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. Each bidder shall provide three references. (Regarding references, bidders shall determine prior to including the references in the proposal that the references are relevant, contact information is accurate, and reference contact has agreed to provide a complete and uncensored testimony.)

6. Each bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and may not be part of the official evaluation except to the extent they support qualifications and experience.

7. **Specific Audit Approach**

The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the required services as described in this request for proposal. The work plan should reference such sources of information as the City of Madera 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. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Approach to be taken to gain and document an understanding of the City's internal control structure
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work
- f. Approach to be taken in drawing audit sample for purposes of tests of compliance

8. 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.

9. Cost Proposal

- a. Total All-Inclusive Price.

The Bid Proposal Authorization and cost schedule (forms included in this RFP as: Attachment A) shall contain all pricing information relative to performing the audit engagement as well as the other tasks defined in this RFP, for each of the three contract years as described in this request for proposal. The total all-inclusive price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the response to this RFP. Such costs shall not be included in the proposal.

A Total All-Inclusive Price for the 2018-19, 2019-20, and 2020-21 fiscal year engagements for each of the Cost Schedules shall be completed. **THE COST IS TO APPEAR IN BOTH NUMBERS AND IN WORDS.**

b. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost schedule.

c. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost schedule proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the *Total All-Inclusive Price* will be paid upon delivery of the firm's final reports.

7. EVALUATION PROCESS

A. Review of Proposals

An evaluation team will be assembled by the City. Each evaluator will first score each proposal by each of the criteria described below. The evaluation will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. Ranking will be assigned based on the composite score.

B. Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented as follows:

Evaluation Criteria and Maximum Evaluation Score

Criteria	Maximum Evaluation Score
Ability to meet the stated requirements including adequacy of proposed staffing, techniques and procedures	20
Past performance and experience with emphasis on comparable government experience	20
Conformance to terms of RFP in preparing and submitting the proposal	10
Implementation Plan	15
Cost Proposal Rates	35
Total Maximum Score	100

The City reserves the right to act in the best interest of the City and its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of its residents and businesses.

8. NEGOTIATION

The City of Madera shall reserve the right to negotiate any terms and conditions of the RFPs received, with the final candidate prior to acceptance/rejection of said proposals. Upon determination of the highest ranked Bidder, staff will commence negotiations with the firm that received the highest ranking. The negotiations will be conducted in accordance with City of Madera policies and procedures. When negotiations are successfully concluded, staff will present their recommendation to the City Council.

* * * * *

Note: This entire packet should be returned with the bid.

Attachment A

CITY OF MADERA

BID PROPOSAL AUTHORIZATION
And COST SCHEDULE

PROFESSIONAL AUDITING SERVICES

RFP NO. 201920-02

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

COST SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

**FOR THE AUDITS OF THE FY 2018-19 THROUGH 2020-21 AND PREPARATION OF
COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**

	Hours	Hourly Rates	Total \$ FY 2018- 2019	Total \$ FY 2019- 2020	Total \$ FY 2020- 2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total for services					
Other (specify): Estimated number of hours required from City to develop permanent file: <div style="text-align: right; margin-right: 100px;"> _____ From City Clerk's Office _____ From Finance Department </div>					
Total all-inclusive maximum price (3 years <u>total</u>): \$					
Total all-inclusive maximum price (3 years <u>total</u>) IN WORDS :					

COST SCHEDULE FOR THE SINGLE AUDIT REPORT

	Hours	Hourly Rates	Total \$ FY 2018- 2019	Total \$ FY 2019- 2020	Total \$ FY 2020- 2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the Single Audit Report: \$					
Total price in WORDS:					

COST SCHEDULE FOR THE PREPARATION OF THE GOLF COURSE

COMPLIANCE REVIEW

	Hours	Hourly Rates	Total \$ FY 2018- 2019	Total \$ FY 2019- 2020	Total \$ FY 2020- 2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the Golf Course Compliance Review: \$					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA FINANCING AUTHORITY AUDIT REPORT

	Hours	Hourly Rates	Total \$ FY 2018- 2019	Total \$ FY 2019- 2020	Total \$ FY 2020- 2021
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Total price for the City of Madera Financing Authority Audit Report: \$					
Total price in WORDS:					

COST SCHEDULE FOR THE CITY OF MADERA ADDITIONAL PROFESSIONAL SERVICES

Hourly
Rates

Partners	
Managers	
Supervisory Staff	
Staff	
Other (specify)	

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL AUDITING SERVICES (“Agreement”), made this _____ day of _____, 2019, by and between the City of Madera (“City”) and _____, (“Service Provider”);

RECITALS

A. City desires to retain a qualified firm to provide professional auditing services in accordance with the terms of Request for Proposal Professional Auditing Services RFP No. 201920-02 (“RFP”). The Service Provider has responded to the Request for Proposals (“RFP”) to perform these needed services attached hereto as Exhibit “A” and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit “B” and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit “A” and Exhibit “B” is hereinafter referred to as “Professional Auditing Services.”

B. The Service Provider represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct these services for City as described in their response to RFP and accepted as final.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Professional Auditing Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on _____, 2019. In the event of any inconsistency between the terms contained in the RFP and response thereto, the terms set forth in the main body of this Agreement shall govern.

2. Compensation. As compensation for all services of Service Provider in performance of this Agreement, City shall pay Service Provider as described herein. For the services rendered pursuant to this Agreement, Service Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit “A,”

A. Method of Payment. In any month in which Service Provider wishes to receive payment, Service Provider shall no later than the first working day of such month, submit to City in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Service Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Service Provider's invoice.

3. Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Service Provider's profession.

Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

4. Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

5. Entire Agreement. This Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between parties:

This Agreement

A. City's Request for Proposal _____, dated _____, 2019

B. Service Provider's response to RFP dated _____, 2019 and all attachments thereto, by reference, included herein.

6. Term of Agreement. Unless earlier terminated in accordance with Section 12 of this Agreement, this Agreement shall continue in full force and effect for a period commencing on _____, 2019, and ending on _____, 2021, unless extended by

mutual written agreement of the parties. City and Service Provider may, upon mutual agreement of both parties, extend this Agreement for up to two (2) additional one-year terms.

7. Time for Completion. The time for completion of the services to be performed by Service Provider is an essential condition of this Agreement. Service Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." Service Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Service Provider. Delays shall not entitle Service Provider to any additional compensation regardless of the party responsible for the delay.

8. Performance Schedule

A. Time of Essence. Time is of the essence in the performance of this Agreement.

B. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit's "A" and "B." The extension of any time period must be approved in writing by the City's Finance Director.

9. Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Service Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Service Provider shall within ten (10) days of the commencement of such condition notify the Finance Director who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Finance Director's judgment such delay is justified, and the Finance Director's determination shall be final and conclusive upon the parties to this Agreement.

10. Qualifications of Employees. The City may require dismissal from the work on this contract, employees whom it deems incompetent, careless or otherwise objectionable to the public interest.

11. Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City of Madera

Finance Division
205 W. 4th Street
Madera, California 93637
559-661-5454

Service Provider

12. Termination

A. Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the Finance Director, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Finance Director within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the Service Provider or this sureties from liability for failure to fulfill the contract.

B. Termination for Convenience. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Service Provider, except that where termination is due to the fault of Service Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Service Provider shall immediately cease all services hereunder except such as may be specifically approved by the Finance Director. Service Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Finance Director thereafter. Service Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

13. Assignment and Subcontracting. The Service Provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall He assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this

contract, no claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Service Provider is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subservice provider fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Service Provider upon notice from the City. The Service Provider shall be fully responsible and accountable to the City for the acts and omissions of his subservice providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

14. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Service Provider shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Service Provider's work product, result, and advice. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

15. Indemnification. The Service Provider agrees to indemnify, defend and hold harmless City and its officers, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

16 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in the Request for Proposals ("RFP") to perform these needed services attached hereto as Exhibit "A" and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

17. Successor and Assigns. City and Service Provider each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

18. Legal Requirements and Permits. The Service Provider agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the Service Provider to obtain any and all necessary licenses, permits and/or clearances.

19. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

20. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

21. Familiarity with Work. By executing this Agreement, Service Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

22. Records and Reports

A. Reports. Service Provider shall periodically prepare and submit to the Finance Director such reports concerning the performance of the services required by this Agreement as the Finance Director shall require.

B. Records. Service Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Finance Director to evaluate the performance of such services. The Finance Director shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

C. Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Service Provider in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Finance Director or upon the termination of this Agreement, and Service Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Service Provider may retain copies of such documents for its own use. Service Provider shall have an unrestricted right to use the concepts embodied therein.

D. Release of Documents. All drawings, specifications, reports, records,

documents, and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Finance Director.

E. Cost Records. Service Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

23. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

24. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

25. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Service Provider. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

26. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

_____(service provider)_____

By: _____
, Mayor

By: _____
_____(name)_____(title)

APPROVED AS TO FORM
City Attorney

ATTEST:

Clerk City

By: _____
(name)

By: _____
(name)

Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance

against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the

City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.