

# **REQUEST FOR PROPOSALS**

## **INDEPENDENT AUDITING SERVICES**

**RFP No. 2016-46**



**The Town of Miami Lakes Council:**

**Mayor Michael A. Pizzi, Jr.**  
**Vice Mayor Timothy Daubert**  
**Councilmember Manny Cid**  
**Councilmember Tony Lama**  
**Councilmember Nelson Rodriguez**  
**Councilmember Ceasar Mestre**  
**Councilmember Frank Mingo**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**DATE ISSUED:      SEPTEMBER 14, 2016**  
**DUE DATE:        11:00 AM EST ON OCTOBER 12, 2016**

# Request for Proposals No. 2016-46

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# SECTION 1

## LEGAL NOTICE/REQUEST FOR PROPOSALS

**RFP No.:** 2016-46  
**RFP Name:** Independent Auditing Services  
**Pre-Proposal Conference:** N/A  
**Proposals Due:** 11:00 AM EST on October 12, 2016

The Town of Miami Lakes, Florida, (the “Town”) is accepting sealed proposals from qualified firms to provide external Independent Auditing Services (the “Services”). Proposals must be submitted in the form of one (1) original and five (5) copies of the Response, plus one (1) copy of the complete Technical Proposal in digital form on CD-ROM or flash drive in PDF format in addition to the Price Proposal in digital format, and must be received by the Office of the Town Clerk, 6601 Main Street, Miami Lakes, Florida 33014 by no later than 11:00 AM EST on October 12, 2016, at which time the time for receiving Responses will close.

The Scope of Work includes providing External Independent Auditing Services for the annual examination of the Town’s financial statements. The Town is seeking Responses from Certified Public Accountant firms licensed to practice in the State of Florida to serve as external auditors for two discrete segments of the Town, which are the General and Stormwater Segments.

Proposers must be an active Florida licensed CPA firm with public sector experience in order to be considered for an award under this RFP. Reference RFP Section 4.5 for the complete list of Minimum Qualification Requirements.

Copies of the RFP, including all related documents can be obtained by visiting the Town’s website at <http://www.miamilakes-fl.gov/>, and selecting “Contractual Opportunities” and on [www.DemandStar.com](http://www.DemandStar.com). The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Pursuant to subsection (t) “Cone of Silence” of Section 2-11.1 “Conflict of Interest and Code of Ethics Ordinance” of Miami Dade County, public notice is hereby given that a “Cone of Silence” is imposed concerning this solicitation. Failure to comply with the “Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

## SECTION 2 – SUBMISSION OF A RESPONSE

### 2.1 Submittal Requirements

Proposers submitting a response (“Response”) to this Request for Proposals (“RFP”) must submit both a Technical Response and a separate Price Response based on the requirements set forth in the RFP.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed or e-mail Responses are **not** acceptable, and will not be considered. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP.

One (1) original and five (5) copies of the Response, plus one (1) copy of the complete Response in digital form on CD-ROM in .pdf format as stated in Section 1, must be timely received by the Town or your Response may be disqualified.

### 2.2 Additional Information or Clarification

Requests for additional information or clarifications **must** be made in writing. Proposers **must** e-mail their requests for additional information or clarifications (“RFI”) in accordance with “Cone of Silence” and contact information provided in Section 1. Any request for additional information or clarification must be received seven (7) calendar days prior to the Response Submission Date.

The Town may issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum, which will be issued prior to the Response Submission Date. The Town may not issue a response to all RFI submittals. Proposers should not rely on any oral or written representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's sole responsibility to ensure receipt of all addenda. Prior to submitting the Response, the Proposer should check the Town’s webpage identified in Section 1 for any addendum.

### 2.3 Agreement

The Town anticipates awarding a contract for a three (3) year period with an option for an additional two (2) one-year periods commencing with the fiscal year ending September 30, 2016. The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute an agreement (“Agreement”) with the Town, a draft of which has been included as part of the RFP.

## **2.4 Price Proposal**

The Price Response will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses.

The Town reserves the right to negotiate the final Agreement Price should that be deemed in the best interest of the Town.

## **2.5 Award of an Agreement**

An Agreement may be awarded to the Successful Proposer for the Services by the Town Council, based upon the requirements contained in the RFP. A draft Agreement attached hereto as Attachment A is hereby incorporated into and made a part of this RFP.

The Town may award an Agreement on the basis of the initial Response, without negotiations. As such, Proposer's Response should contain the Proposer's best terms from a technical and monetary standpoint.

The Town reserves the right to execute or not execute, as applicable, an Agreement with the selected Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

## **2.6 Agreement Execution**

Proposer by submission of its Response agrees to execute the Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the Agreement for the Town's consideration.

Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the Town's sole discretion.

Responses that are conditioned to mandatory additions, deletions or revisions to the Agreement's terms and conditions may be rejected as non-responsive.

## **2.7 Submittal Instructions**

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s).

## **2.8 Changes, Alterations and Withdrawal**

Responses shall be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

## **2.9 Subconsultant(s)/Subcontractors**

Subcontracting of the Services under this RFP are not permitted.

## **2.10 Joint Ventures**

Joint ventures are not permitted under this RFP and will be deemed non-responsive.

## **2.11 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

## **2.12 Disqualification/Rejection of Responses**

**This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires the submission of additional documents and information. These are must type requirements that must be met to be considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the Town Forms will result in the rejection of a Response as non-responsive.**

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town (including any agency or department of the Town) or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by a federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

## **2.13 Proposer’s Expenditures**

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The

Town shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

#### **2.14 Due Diligence**

Proposers is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

#### **2.15 Execution of Response**

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. When a Partnership is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he/she shall sign his/her name, give title of his/her office and affix the corporate seal and shall be attested to by the Corporate Secretary or Assistant Secretary. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation. Partnerships must furnish also furnish documentation demonstrating the partner's authority to sign on behalf of the partnership.

Anyone signing the Response as agent must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Proposer.

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## **SECTION 3 –SCOPE OF SERVICES**

### **3.1 Standard Audit Requirements**

#### **A. Financial Statements**

The examinations will be financial and compliance audits in accordance with Florida Statutes 11.45, Chapter 10.550 Rules of the Auditor General, and US Office of Management and Budget (OMB) Circular A-133 in order to express opinions on the financial statements of the Town. The examinations should be to the extent necessary for the auditors to express opinions of the fairness with which the financial statements present the financial position, results of operations, and changes in financial position in conformity with the U.S. Generally Accepted Accounting Principles, the requirements of the Federal Single Audit Act of 1984, as amended, and the Florida Single Audit Act.

To this effect, the selected Proposer shall be familiar with the compliance requirements of any and all Federal, State, and County rules and regulations that may pertain to the work required in the engagement to include, but not limited to, the following:

1. Florida Statutes Section 11.45 and Chapter 10.550 Rules of the Auditor General
2. AICPA's Audits of State and Local Governments
3. Comptroller General of the United States Government Auditing Standards
4. Federal Single Audit Act and OMB Circular A-133
5. Florida Single Audit Act
6. Federal Grant Contract Requirements
7. State Grant Contract Requirements

The statements to be audited will be prepared by the Town's Finance Department. The Successful Proposer shall submit any proposed adjusting journal entries to the Town's Finance Director for review and approval in a timely manner.

The Town understands and agrees that the underlying books and records of account must be properly closed as required by Florida Statutes to maintain the independence of the auditors and allow the auditors reasonable time to meet completion deadlines.

#### **B. Review of Internal Control**

The selected Proposer shall conduct an evaluation of the system of internal control to assess the extent it can be relied upon to ensure accurate information, compliance with laws and regulations, and to provide for efficient and effective operations. The study of internal control should include:

1. Review of processes, which consist of obtaining an understanding of the organization and its prescribed procedures to serve as the basis for tests of compliance and evaluation of internal controls.
2. Tests of controls, which are made to provide reasonable assurance that accounting control procedures are being applied as prescribed.



### **C. Data Processing Review**

The Successful Proposer shall conduct a review to compare the calculating operations of the computerized systems with the desired results by tests of transactions, including a review of controls designed to assure protection of files and prevention of processing errors and a review of the data processing reports.

### **D. Additional Services**

If services are required which are related to, but not included in the Scope of Services for the annual audit services, the Town may request the selected Proposer to provide additional services which may include, but are not limited to:

1. The preparation of special reports for financing purposes as determined by the Town's Finance Director, litigation support as determined by the Town's Attorney, and any other special audits as deemed necessary by the Town's Finance Director.
2. Any other additional work, such as special internal control reviews, single audits, efficiency reviews, benchmarking studies, rate matters or specialized research and training.

All additional services must be approved in advance in writing by the Town Manager or designee.

## **3.2 Annual Audit Requirements**

### **A. General**

The Successful Proposer shall perform in the capacity of principal auditor of the Town's Basic Financial Statements, auditing approximately 10 funds including the Town's General Fund, other governmental funds, and enterprise funds.

#### **Annual Audit Requirements**

The selected Proposer shall provide:

- a. A report on the fair presentation of the basic financial statements as a whole, including all fund financial statements and supporting schedules in conformity with GAAP.
- b. Complete all audit field work by January 31st. and submit required independent auditor's report to the Town's Finance Director no later than February 28th.
- c. Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the independent Auditor Report. The Town will provide front cover, inserts back cover, transmittal letter, management's discussion and analysis and statistical schedules for the binding and printing (up to 25 copies) of the Comprehensive Annual Financial Report (CAFR) which shall be the responsibility of the Auditor. Auditor shall also provide an electronic copy of the CAFR in Acrobat (pdf) format. Please refer to the latest Town CAFR provided as an electronic file in Attachment B. CAFR shall be completed by March 15th.

- d. Provide an annual financial and compliance audit of all Federal and State grant-in-aid programs and loans due 30 days subsequent to the audit report but no later than June 30th in accordance with OMB Circular A-133 (including American Recovery and Reinvestment Act (ARRA grants).
- e. Submit an annual management letter within 30 days after auditor's opinion in accordance with the Auditor General Rules 10.550 to make known certain recommendations of the selected Proposer which if implemented would, in the selected Proposer's opinion, increase efficiency, improve internal controls, improve management, etc.
- f. Preparation of IRS 990-N tax returns for two non-profit organizations: Miami Lakes Town Foundation and Miami Lakes Youth Center Fund.

### **3.3 Annual Audit Requirements For All Segments**

The Successful Proposer shall:

- a. Provide dedicated key personnel (i.e., Audit Partners, Audit Managers, Seniors, and staff) for the Town's audit engagement which will be primarily responsible for the timely completion of the audit.
- b. Submit thirty (30) days prior to the commencement of each Town audit an annual audit work plan which shall identify the audit schedule; the key personnel assigned to the engagement including the responsibilities, and number of hours allocated to the Town's audit engagement; information on certification, licensure and CPE training; key tasks, audit quality control measures, and specific policies, procedures and techniques to be used for the timely completion of the audit. The work plan shall specifically address any substitution of the key personnel which were previously approved by the Town to perform services for the Town audit engagement. The recommended substitute shall have the same or higher qualifications, years of government experience, etc. as the personnel they are substituting for. The Town reserves the right to reject or approve substitution of key personnel. (See Article 11 of Attachment A.)
- c. Submit a management letter which shall identify control and management weaknesses observed, assess their effect on financial management and propose steps to eliminate them, for which the Town shall provide responses. The Successful Proposer shall then provide a final management report to the Town Council, which shall include the Town's responses to such finding identified by the Successful Proposer.
- d. Completion of the Comprehensive Annual Financial Report (CAFR) in accordance with 3.2(A)(c) above.
- e. Provide the Town with analysis of current developments of Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements.

- f. Make available the Successful Proposer's work papers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations (without additional charge to the Town).
- g. Supply all necessary equipment, office supplies, computers, printers and software to conduct the onsite Segment Audit services requested herein including any broadband access equipments (e.g., "air card") that will allow connection to internet for access to selected Proposer's work e-mail and Virtual Private Network without reliance on, or interference with, Town's own network. Due to the Town's substantial electronic transactional environment, the Town will provide access to the Munis Financial Software, where all transactions and documents are stored.

### **3.4 Performance Requirements**

The selected Proposer, in performing the Services requested herein, shall adhere to:

- 1) U.S. Generally Accepted Government Auditing Standards (GAGAS) applicable to governmental units, as promulgated by the U.S. Government Accountability Office (GAO).
- 2) Governmental standards promulgated by the Governmental Accounting Standards Board (GASB).
- 3) Federal and State statutes, reporting requirements under the Single Audit Act of 1984 as amended, the State of Florida Single Audit Act, OMB Circular A-133 and Rules of Auditor General (Section 10.557, Florida Statutes).
- 4) U.S. Generally Accepted Accounting Principles (GAAP).
- 5) GFOA Checklist in order for the Town to obtain the GFOA Certificate.

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## **SECTION 4 – RFP TERMS AND CONDITIONS**

### **4.1 Acceptance/Rejection**

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP. All such actions taken shall be in accordance with the applicable sections of the Town Code and this RFP.

### **4.2 Legal Requirements**

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, and ordinances, and any lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

### **4.3 Non-Appropriation of Funds**

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the Town, shall have the unqualified right to terminate the Agreements upon written notice to the Consultant, without any penalty or expense to the Town.

### **4.4 Business Tax Receipt Requirement**

Proposer(s) shall meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town of Miami Lakes shall meet the applicable local or County Business Tax Receipt.

### **4.5 Minimum Qualification Requirements**

Proposers shall meet the following requirements in order to be eligible for contract award:

- Firm must be a Florida Certified Public Accounting Firm with a minimum of ten (10) consecutive years providing auditing services as the primary function of the business.
- Completed within the past five (5) years as the prime contractor two (2) external governmental audits for two (2) different Florida municipalities. The Proposer must utilize the Project Proposer's Experience form for each qualifying contract. Failure to submit the Experience form may result in the Response being deemed non-responsive.
- Meet the established independence guidelines pursuant to Florida Statute §473.315 and Florida Administrative order 61H1-21.001.
- Key Personnel must have successfully completed the number of required hours of continuing professional education for CPAs engaged in governmental auditing pursuant to Florida Statute §473.312 and Governmental auditing Standards (Yellow Book).

The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

#### **4.6 Local Preference**

This RFP is subject to the Local Business Preference as specified in Ordinance 09-115 of the Town Code.

#### **4.7 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers shall submit the Public Entity Crime form with their Response.

#### **4.8 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

#### **4.9 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer shall include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit herein. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response the will be deemed non-responsive.

#### **4.10 Clarifications**

The Town reserves the right to make site visits to facilities where the vendor has completed an implementation of a comparable system, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting

documentation or information of one or more Proposers, after the deadline for submission of Responses.

#### **4.11 Key Personnel**

Subsequent to submission of a Response and prior to award of an Agreement Key Personnel shall not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award. By submitting its Response the Proposer is certifying that the key personnel shall be dedicated and available to the Town's audit engagement excluding where such personnel are no longer available due to attrition, turnover, or request by the Town.

#### **4.12 Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Agreement for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the Town.

#### **4.13 Public Records**

Proposer understands that the Response is a "public record, and the public shall have access to all documents and information pertaining to the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

#### **4.14 Conflict Of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units 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 Services sought in this RFP. Additionally, the Proposer shall give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

#### **4.15 Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate shall be deemed non-responsible and the Response will not be considered.

#### **4.16 Nondiscrimination**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

#### **4.17 Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company to solicit or secure the award of an Agreement, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an Agreement.

#### **4.18 Assignment; Non-Transferability of Response**

A Response shall not be assigned, transferred, purchased, or conveyed. A Proposer who is purchased by or merged with any other corporate entity during any stage of the Proposal process, through, to and including awarding of and execution of an Agreement, shall have its Response deemed non-responsive and shall not be considered or further considered for award.

#### **4.19 Drug Free Workplace**

Proposer that meets the requirements of Florida Statute 287.087 shall receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers shall be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

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## **SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE**

Proposer's Response to this RFP must contain the following information and documents follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

### **5.1 Preparation Requirements**

Each Response must contain the following documents and forms required by Sections 5.1 A and B, each fully completed, and signed as required utilizing the same outline as provided in the RFP. Documents shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Double sided printing is permitted provided that the Response complies with the format set forth in this Section of the RFP.

#### **A. TECHNICAL PROPOSAL**

1. Proposer Information Form: Proposer shall complete and submit the Proposer Information Form for this section of the Response.

2. **Proposer's Qualifications**

- i. Complete the Proposer's Qualifications form.
  - ii. Describe the results of all desk reviews of field reviews performed by Federal or State agencies with the past (5) years. Disclose whether any disciplinary action has been taken against the Proposer as a result of these reviews. Provide a current status report on the situation.
  - iii. Describe any other Proposer's experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed that the Proposers believes are unique to its organization and would benefit the Town.

**(Maximum 1 page)**

3. **Proposer's Information (Maximum 1 page)**

Proposer shall provide the following:

- i. Proposer's acknowledgement of compliance with the standards of auditor independence, pursuant to Florida Statute 473.315 and Florida Administrative Order 61 H1-21.001.
  - ii. Confirmation that Proposer and all proposed key personnel (including subcontractors) primarily responsible for the timely completion of the segment audit (i.e., Audit Partners, Audit Managers) meet the appropriate guidelines for independence, pursuant to Florida Statute 473.315 and Florida Administrative Order 61 H1-21.001.



- iii. Assurance that Proposer and all proposed key personnel (including subcontractors) primarily responsible for the timely completion of the segment audit (i.e., Audit Partners, Audit Managers, Seniors and staff) shall maintain their independence throughout the Town's audit engagement.

**4. Proposer's Team & Key Personnel**

- i. Provide a table of organization showing all key personnel to be assigned to the Project, which also reflects the reporting structure of the Team. Key Personnel include Partners, Managers, auditors or any other professional staff that will perform Services under the Agreement.
- ii. Complete the Proposer's Team and Key Personnel Form.
- iii. Provide a brief job description of each position classification, including the experience requirements to hold the position classification.
- iv. One page resume for each of the Key Personnel that includes prior applicable/comparable experience (including governmental experience), a description of their responsibilities, experience to hold their position, including academic qualifications.
- v. Provide copies of applicable licenses and certifications for all key personnel.

**5. Proposer's Experience & Past Performance**

- i. Complete the Proposer's Experience Form for each qualifying governmental audit.
- ii. Forms must demonstrate that Proposer has completed the required two (2) external governmental audits for two (2) different Florida municipalities within the past five (5) years as the prime contractor.

**6. Proposer's Methodology & Project Plan (maximum 5 pages)**

- i. Describe Proposer's Project plan, methodology and recommended solutions in performing the Services, and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the Services to be performed. The Proposer shall describe its approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this Project.
- ii. Provide a project schedule identifying specific key tasks and duration, in gantt chart format, to complete the annual financial audit due by March 15th of each succeeding fiscal year.
- iii. Describe Proposer's approach to preparing its annual audit work plan as described in Section 3, Scope of Services. Provide an outline of the work plan via a sample or draft work plan.
- iv. Describe Proposer's specific policies, procedures or techniques used to develop information for annual management letters.
- v. Describe Proposer's procedures in monitoring the progress of the audit and communicating same with client while the audit is in progress.

- vi. Describe the nature and extent of Electronic Data Processing (EDP) audit techniques to be used to perform the Services by the Proposer in the examination of the Town's financial statements, and provide a description of work to be done in accordance with current applicable auditing standards (effects of EDP on the auditors study and evaluation of Internal Control).
- vii. Describe Proposer's ability to provide the County with analysis of current developments of the Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements as it relates to the County's audit segment.
- viii. Describe the Proposer's professional development program, including the approximate number of days per year of continuing education provided to members of the Proposer including governmental continuing education requirements in accordance with the "Yellow Book".

## **7. Documents**

- i. Copy of Proposer's license to practice public accounting as a Certified Public Accountant in the State of Florida.
- ii. Document the completion of and provide a copy of external quality control peer review completed within the past three (3) years without a failing score in accordance with Generally Accepted Government Auditing Standards (GAGAS). Indicate if the peer review included a review of the quality of the governmental audit.
- iii. As available, provide documentation of standing/membership in professional finance organizations to include but not be limited to GFOA, AICPA and FICPA.

## **8. Form of Agreement**

Proposer shall include any comments related to the Town's form Agreement included as part of the RFP.

## **9. Forms/Affidavits**

- i. Proposer Information Form
- ii. Proposer Experience Form
- iii. Proposer's Team and Key Personnel Form
- iv. Price Proposal Form
- v. Certificate of Authority and Notarization
- vi. Addendum Acknowledgement Form
- ii. Proposer's Affidavit
- iv. Anti-Kickback Certification
- v. Non-Collusive Affidavit
- vi. Public Entity Crime Affidavit
- vii. Conflict of Interest Affidavit
- viii. Drug-Free Workplace

**B. PRICE PROPOSAL**

The Proposer is required to complete the Price Proposal Form.

**i. Submission of Price Proposal**

The Price Proposal shall be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form herein. The additional services are ancillary and the Town anticipates these services will represent approximately 5-10% of the Audit work.

The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Price Proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the Agreement to be awarded by the Town. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

**ii. Proposal Errors**

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

**iii. Evaluation of Price Proposal**

The Price Proposal will be evaluated in the following manner:

- a. The price points will be allocated based on Section A.
- b. Sections B and C will be used for informational purposes only and will not be scored.
- c. Every other Response will be given points proportionally in relation to the lowest total base cost. This point total will be calculated by dividing the lowest total base cost by the total base cost being evaluated. The result being multiplied by the maximum weight for the price for the Phase to arrive as a cost score of less than the full score for price.

**Example:**

<u>Lowest Total Base Cost Proposed</u>	Total Points
Proposer's Proposed Total Base Cost	<b>X</b> for Price = Price Score

Lowest Bid for Section A is \$1,000

Your Bid for Section A is \$1,500

Suppose the maximum points for the Price criterion is 10 points. Your Price Score would be 0.67 multiplied by 10 points, which produces a Price Score of 6.6 points.

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

## **5.2 Evaluation Procedures**

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the Town Manager, shall meet to evaluate each responsive Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals, the Price Proposals will be opened by Town staff at the Selection Committee meeting.
8. Town staff will calculate the score for each Price Proposal in accordance with the methodology stated in Section 5 and advise the Selection Committee.
9. Town staff will then total the score of each Proposer and advise the Selection Committee of each Proposer's combined score.
10. The Selection Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
11. The Town Manager shall review the Selection Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Selection Committee for reconsideration. In the event of a tie the recommendation of the Town Manager shall control. The Town Manager may submit a recommended firm or "short list" of a combination of a recommended firm and the "short list" to the Town Council.
12. The Town Manager may attempt to negotiate an Agreement with the most qualified Proposer.
13. The Town Council shall make the final award.

14. If the Town Manager is unsuccessful in negotiating an Agreement with the highest ranked firm the negotiations with the firm will be terminated and the Town Manager will attempt to negotiate an Agreement with the next highest ranked firm and so on.

### **5.3 Evaluation Criteria**

Responses shall be evaluated according to the following criteria and respective weight:

- |   |                   |
|---|-------------------|
| ➤ Proposer's Experience, Qualifications, & Past Performance | Maximum 20 points |
| ➤ Relevant Experience & Qualifications of Key Personnel     | Maximum 30 points |
| ➤ Approach to Providing the Services                        | Maximum 30 points |
| ➤ Price Proposal  | Maximum 20 points |

**= 100 Total Possible Points**

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**RFP 2016-46**

**STATEMENT OF NO-RESPONSE**

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The Town of Miami Lakes**  
Procurement Division  
6601 Main Street  
Miami Lakes, FL 33014  
Email: [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

<input checked="" type="checkbox"/>	Reasons for "NO" Response:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION 6 – REQUIRED FORMS**

**RFP 2016-46**

**PROPOSER INFORMATION FORM**

RFP TITLE: \_\_\_\_\_ RFP No. : \_\_\_\_\_

Proposer: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN #: \_\_\_\_\_ Florida Corporation No.: \_\_\_\_\_

Proposer's Contact Person: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Questionnaire:

1. How many years has your company been in business? \_\_\_\_\_
2. How many years has your company been in business under its current name? \_\_\_\_\_
3. Is your company a local office for a company, a division or subsidiary of a company? Yes \_\_\_\_\_ No \_\_\_\_\_
4. If yes, provide the name and location of the company: \_\_\_\_\_
5. If yes, where will the work be performed? \_\_\_\_\_
6. Number of employees at office where work will be performed \_\_\_\_\_
7. What is the Proposers primary business? \_\_\_\_\_
8. Primary markets served: \_\_\_\_\_
9. Type of business: \_\_\_\_\_ (such as corporation, S corporation, LLP, etc.)



10. State and date of incorporation: \_\_\_\_\_

11. Number of employees: \_\_\_\_\_

12. Has the company, its principals, officers or predecessor organization(s) been debarred or suspended from proposing by any governmental entity in the past 5 years? Yes\_\_\_\_ No\_\_\_\_

13. Has the company ever been convicted of a federal offense or moral turpitude: If yes, please explain: \_\_\_\_\_

14. Have any litigation, claims or lawsuits (civil or criminal) been filed against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. (use additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_

15. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

\_\_\_\_\_  
\_\_\_\_\_

16. Has your company been assessed liquidated damages, had a contract terminated for default or convenience in the past five (5) years? Yes \_\_\_\_ No \_\_\_\_ (If yes, provide an attachment that provides an explanation of the project and an explanation.)

17. Has your company or predecessor company been involved in a bankruptcy (voluntary or involuntary), which has been filed by or against the Proposer , its parent or subsidiaries, during the past seven (7) years? Yes \_\_\_\_ No \_\_\_\_ (If yes, provide an attachment describing the disposition of each such petition.)

By signing below Proposer certifies that the information contained in this Form is accurate and complete.

\_\_\_\_\_  
Name of Proposer

By:\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**RFP 2016-46**

**PROPOSER'S EXPERIENCE FORM**

**Proposing Firm:** \_\_\_\_\_

Proposer shall complete a separate copy of this form for each contract required in order to meet the minimum qualification requirements as stipulated Section 4.5 of the RFP.

Contract Details:

Client Name: \_\_\_\_\_

Address of Client: \_\_\_\_\_

Type of Entity:    Public \_\_\_\_\_    Private \_\_\_\_\_

Description of Work: \_\_\_\_\_

Total Value of Contract: \$ \_\_\_\_\_      Multiple Fund Sources: Yes \_\_\_\_\_ No \_\_\_\_\_

Term of Contract (including effective date & no. of years): \_\_\_\_\_

Option to Renew (OTR) years included: Yes \_\_\_\_\_ No \_\_\_\_\_      OTR years exercised: \_\_\_\_\_

Is the contract ongoing or completed? \_\_\_\_\_

Services provided as prime contractor or subcontractor: \_\_\_\_\_

Proposer's office location that performed the work under the contract: \_\_\_\_\_

Did any of the Key Personnel proposed in the Response work on the contract: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list the name(s): \_\_\_\_\_

By signing below Proposer certifies that the information contained in this Form is accurate and complete.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**RFP 2016-46**

## PROPOSER'S TEAM AND KEY PERSONNEL FORM

Proposer's Name: \_\_\_\_\_

Proposer must provide a response to for all items below. The failure to provide the requested information may adversely impact the evaluation of the Response or render the Response non-responsive.

1. Proposer shall complete the following chart, which is to be sorted by "Classification" for each of the Key Personnel. (If additional space is required use a separate page following the same format.

<b>Name and Classification</b>	<b>Area of Responsibility</b>	<b>Years of Audit Experience</b>	<b>Years of Government Audit Experience</b>	<b>Number of hours to be assigned to performing the Services</b>	<b>In compliance with GAGAS CPE requirements (Yes/No)</b>

2. In the space provided below explain the Proposer's ability and resources to substitute personnel with equal to or more qualifications as the Key Personnel they will substitute for, where required by attrition, turnover, or request by the Town.

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3. Provide the requested information for all audit engagement commitments for the Key Personnel during the Town's Audit Periods.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement

By signing below Proposer certifies that the information contained in this Form is accurate and complete and confirms that the Key Personnel will be available and dedicated to the Services to be performed under the Agreement.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## RFP 2016-46 PROPOSER'S REFERENCE FORM

Proposers shall utilize this form to provide additional references beyond the minimum required in Section 4.5.

**Name of Client Entity:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Project Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Name of Client Entity:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Project Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Name of Client Entity:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Project Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**RFP 2016-46**  
**PRICE PROPOSAL FORM**

<<< This form to be provided in a separate sealed envelope >>>

**A. Audit Price for Initial Agreement Term**

Proposer shall state its price for providing the required Services as stated in the RFP and in accordance with the Agreement terms and conditions. The price shall be exclusive of any additional services, which will be priced separately. Proposer shall provide a flat fixed fee price for each Fiscal Year (FY), which is inclusive of all costs as stipulated in Section 5.B.i. of the RFP.

1. Total Price for the FY ending September 30, 2016: \$ \_\_\_\_\_
2. Total Price for the FY ending September 30, 2017: \$ \_\_\_\_\_
3. Total Price for the FY ending September 30, 2018: \$ \_\_\_\_\_

**Combined Total Price for the Initial Agreement Term: \$ \_\_\_\_\_**

Total Amount written in words \_\_\_\_\_  
\_\_\_\_\_

**B. Initial Agreement Term Hourly Rate for Additional Services**

Classification	FY Ending Sept. 30, 2016	FY Ending Sept. 30, 2017	FY Ending Sept. 30, 2018
Partner/Principal			
Senior Manager			
Manger			
Senior Auditor			
Auditor			
Jr. Auditor			
Clerical Support*			
Staff <sup>1</sup>			
Staff <sup>2</sup>			
Staff <sup>2</sup>			

<sup>1</sup>For work directly related to the additional services & does not include such items as filing, processing, invoices or similar general work. <sup>2</sup> Staff position classification must be provided

**C. Audit Prices for Option to Renew Years**

1. Total Price for the FY ending September 30, 2019: \$ \_\_\_\_\_
2. Total Price for the FY ending September 30, 2020: \$ \_\_\_\_\_

**Continued-- PRICE PROPOSAL FORM**

**D. Option to Renew Term Hourly Rate for Additional Services**

Classification	FY Ending Sept. 30, 2019	FY Ending Sept. 30, 2020
Partner/Principal		
Senior Manager		
Manger		
Senior Auditor		
Auditor		
Jr. Auditor		
Clerical Support*		
Staff <sup>1</sup>		
Staff <sup>2</sup>		
Staff <sup>2</sup>		

<sup>1</sup>For work directly related to the additional services & does not include such items as filing, processing, invoices or similar general work. <sup>2</sup> Staff position classification must be provided

By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiation with the elements of the Fee with the Proposer.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<<< This form to be provided in a separate sealed envelope >>>

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_ Print: \_\_\_\_\_

---

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_ Print: \_\_\_\_\_

---

**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

---

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_



**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did/did not) take an oath.

\_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

**RFP 2016-46**

**ADDENDUM ACKNOWLEDGEMENT FORM**

---

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this RFP

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

## PROPOSER'S AFFIDAVIT

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship
_____	_____	_____
Last name	First name	Relationship

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                                 }  
  }       SS:  
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, 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: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public, State of Florida

\_\_\_\_\_

(Printed Name)

My commission expires: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }

} SS:

County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Witness

\_\_\_\_\_

\_\_\_\_\_

Witness

(Printed Name)

\_\_\_\_\_(Title)

**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133(3)(a), FLORIDA STATUTES**

**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 the Town of Miami Lakes

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)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than 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 agents 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 or income among persons when not for fair market value under an arm's length agreement, will 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 will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, 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 the management of an entity.

6. Based on information and belief, the statement that 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, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This 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 1, 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 1, 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 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned  
name notary public)



## CONFLICT OF INTEREST AFFIDAVIT

State of \_\_\_\_\_ }

} SS:

County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Witness

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public State of Florida at Large

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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BUSINESS NAME

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FIRM'S SIGNATURE

# POLITICAL ACTIVITY AFFIDAVIT

State of \_\_\_\_\_ }  
 \_\_\_\_\_ } SS:  
 County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the  
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Lobbying Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town.
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking or currently holding an elected office in the Town.
- Advocate to have any individual appointed to or removed from any Town Committee.

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large