TOWN OF PEMBROKE PARK REQUEST FOR QUALIFICATIONS

To Provide Financial Auditor Services for the Town of Pembroke Park

Issued By:

Town Manager
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Responses Due: April 21, 2016

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1.0 REQUEST FOR QUALIFICATIONS
DEADLINE: APRIL 21, 2016

1.1 INTRODUCTION: The Town of Pembroke Park ("Town") is seeking professional financial auditor services to review the financial records of Town's Franchisee Commercial Solid Waste Hauler to determine whether they complied with the terms of the Franchise Agreement with Town for collection and payment of franchise fees to Town.

1.1.1 It is the intent of this RFQ to have the successful auditor enter into a Professional Services Contract with Town to supply financial auditor services as outlined herein.

1.2 BACKGROUND & INTENT: Town entered into a Franchise Agreement with Republic Services of Florida, LP ("Republic") granting Republic the exclusive right to collect and dispose of commercial solid waste generated in Town. Republic was required by the terms of the agreement to collect a franchise fee on behalf of the Town from its customers and pay the franchise fee to Town.

1.2.1 The stimulus for this RFQ is the intent to review the financial records of Republic relative to the collection and payment of franchise fees to Town for the period from January 1, 2013 through December 31, 2015 to determine whether they complied with their financial obligations pursuant to the Franchise Agreement.

1.2.2 Exhibit A provides a photocopy of the Franchise Agreement between Republic and Town relating to the franchise fee.

1.3 SCOPE OF SERVICES - The successful firm shall agree to contract with Town to provide the following services:

1.3.1 Review Franchise Agreement between Republic and Town;
1.3.2 Review customer list of Republic during the three year period under review;
1.3.3 Determine the amount of franchise fees Republic was required to collect under the Franchise Agreement;
1.3.4 Review remittances from Republic to Town to determine if the proper amount of franchise fees were paid to Town; and
1.3.5 Handle all other customary activities and services associated with financial auditor services.

1.4 QUALIFICATIONS REQUIRED: Respondents to this RFQ must have the following qualifications:

1.4.1 Must be currently licensed and in good standing with the State of Florida
1.4.2 Must have an excellent reputation in the financial auditing community
1.4.3 Must be knowledgeable in the operation of commercial solid waste hauler firms, the calculation of franchise fees and requirements for remittance of franchise fees
1.4. 4 **The applicant must have at least five years of experience providing auditing services.**
1.4. 5 The financial auditor must maintain an office that complies with state statutes

1.5 FEE SCHEDULE - The proposed fee schedule shall include the following items:

1.5.1 State your proposed method of compensation for representing Town in proposed auditing services.
1.5.2 State any other costs Town may anticipate relating to the financial auditing services to be provided.

1.6 TERM OF CONTRACT: The contract period for the successful financial auditor will be for a 1 year period or the completion of the audit, whichever occurs first. The contract may be renewed and extended for additional terms upon satisfactory performance by the financial auditor firm and by and by both Town and Selected Financial Auditor.

2.0 SUBMISSION REQUIREMENTS - Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered regardless of past contracts with Town.

2.1 FORMAT: Statement of Qualifications should include the following:

2.1.1 Cover letter which shall include name of firm, address and telephone numbers as well as a primary contact with phone number and e-mail address.

2.1.2 Years in business, including prior firm's names if any.

2.1.3 Firm size, location, number and nature of professional staff to be assigned to audit.

2.1.4 Staff experience, training and brief professional resume for each person who will be performing the services for the Town. Include resume of financial auditing services that show experience in the required field.

2.1.5 Firm experience (minimum 5 years) with proven pertinent prior audits. Provide examples of how the firm has worked with city and/or county staff regarding auditing of utility accounts.

2.1.6 Firm and/or staff experience working with municipalities; government entities of similar size to the Town.

2.1.7 References (at least three), including when and where your firm provided similar services. Please provide names, telephone numbers of contact person for each reference.

2.1.8 Fee schedule (including items indicated in Section 1.5):

- Proposed method of compensation for representing Town in the proposed auditing services;
- Any other costs; fees that Town may anticipate relating to the financial auditing services provided.

2.2 MINIMUM QUALIFICATIONS: Town will only consider proposals by applicants who meet the minimum qualifications listed in Section 1.4.1; 1.4.4 & 1.4.5. Applicants may be asked to provide documentation to verify qualifications.

3.0 REFERENCES - The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the

contract to be executed based on this RFQ, Town may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The Town also reserves the right to check references from others not identified by the contractor.

4.0 EVALUATION PROCESS - The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria above, and will be evaluated based on the weighting identified below. Submittals will not be returned to the firms submitting their SOQ.

4.1 QUALIFICATION STATEMENT EVALUATION

Proposal Evaluation Form

Evaluator:
Respondent:
Date:

	Categories / Criteria	**Rating***	**x**	**Weight**	**Score:**
1	Ability of proposer to meet or exceed the requirements defined in this RFQ (20%)			0.20	
2	Experience, Qualifications and References (20%)			0.20	
3	Knowledge of franchise fee audits			0..20	
4	Fee Schedule (30%)			0.30	
5	Completeness of Response to RFQ (10%)			0.10	
	TOTAL SCORE				

*** Rating: 1-Poor, 2-Fair, 3-Good, 4-Excellent, 5-Superior**

4.2 EVALUATION COMMITTEE - An Evaluation Committee consisting of at least three members assembled by Town will review and evaluate each Statement of Qualifications submitted in response to this RFQ based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of Town. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will meet on April 28, 2016 at 10AM in the Town Commission Chambers to evaluate and rank all firms.

4.2.1 After evaluation and ranking of submittals, Town may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the Town Commission for award.

4.2.2 Town reserves the right to reject all proposals. In the event Town does so, it shall provide in writing to all proposers the reasons for its rejection.

4.3 PRESENTATIONS: At the sole determination of Town, a minimum of the three (3) top ranked firms based upon submittal evaluations, may be required to make a presentation of their proposal.

4.3.1 If Town desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

4.3.2 If presentations are determined necessary, the Town Manager or designee shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 1 minute, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

4.3.3 A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the Town Commission to begin negotiations with the highest ranked firm.

5.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQs)

5.1 SOQ SUBMISSIONS: One unbound original, five (5) complete copies of the Statement of Qualifications, and one electronic copy of the SOQ on a compact disk containing the above-listed information must be received at the Town Clerk's Office no later than 2:30 p.m., April 21, 2016. Submissions will not be accepted after this time.

5.2 SOQ's shall be addressed as follows:

Town Clerk
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

5.3 Submitted envelopes should be marked: "RFQ Financial Auditor Services"

6.0 PROHIBITION OF COMMUNICATION: To ensure fair consideration for all prospective firms, Town prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, Town prohibits communications initiated by a prospective firm to Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation, that act may be grounds for disqualifying the proposer from consideration for the RFQ.

7.0 GENERAL CONDITIONS OF PROPOSALS

7.1 LATE PROPOSALS. Proposals received by Town after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

7.2 COMPLETENESS. All information required by the Request for Qualifications must be

supplied to constitute a legitimate proposal.

7.3 PUBLIC OPENING. All proposals will be publicly opened and the list of proposers read aloud in the Town Commission Chambers, 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023 at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.

8.0 TERMS AND CONDITIONS OF CONTRACT

8.1 CONTRACT REQUIRED. Town and the successful proposer shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.

8.2 INDEPENDENT CONTRACTOR STATUS; INDEMNITY. At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

8.3 TIME IS OF THE ESSENCE. A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by Town.

8.4 ASSIGNMENT. The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of Town.

8.5 TERMINATION FOR CONVENIENCE. Town may at any time, at its sole discretion, without cause, terminate the Contract for its convenience by written notice to the successful Proposer. If terminated for convenience, Town will calculate the outstanding payments due the Contractor and make that payment pursuant to the Prompt Payment Act.

8.6 TERMINATION FOR DEFAULT. Contractor will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract.

8.7 EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

9.0 FISCAL YEAR FUNDING APPROPRIATION

9.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of Town, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the Town Commission for any additional years.

9.2 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

10.0 PROPOSER'S CERTIFICATION FORM

Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.

11.0 PUBLIC ENTITY CRIMES FORM

A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statues for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

12.0 FLORIDA PROMPT PAYMENT ACT

12.1 PROPER INVOICE. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:

- 12.1.1 A description, including quantity, of the goods or services provided to Town reasonably sufficient to identify the goods or services;
- 12.1.2 The amount due, applicable discounts, and the terms of payment;
- 12.1.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 12.1.4 The purchase order or contract number as supplied by Town;
- 12.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;

12.2 DELIVERY OF INVOICE. All invoices, to be considered a proper invoice, shall be delivered to Budget and Finance Director, Town of Pembroke Park, 3150 Southwest 52nd Avenue, Pembroke Park, Florida, 33023.

12.3 DELIVERY ACCEPTANCE REQUIRED. An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct Town Hall, division, or department; there was acceptance by Town of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

12.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between Town and contractor regarding an invoice, Town or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Budget and Finance Director. The Budget and Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible Town Hall, division, or department. The Budget and Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.

13.0 PROPOSER'S WARRANTY

The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

14.0 INSURANCE/PERFORMANCE BONDS

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, Town shall have the right to terminate the Contract.

15.0 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Town Clerk, 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023, telephone (954) 966-4600, at least seven (7) days before the date on which the accommodation is requested.

16.0 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

17.0 PROFESSIONAL LIABILITY INSURANCE

The Contractor shall carry professional liability insurance in an amount of not less than $500,000.00.

18.0 POINT OF CONTACT - The Town Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

18.1 The Town Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the "short-list" for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public

Records Law, Chapter 119, Florida Statutes.

18.2 A proposer shall address any questions regarding interpretation of the RFQ or the process to the Town Manager, in writing and in sufficient time before the period set for the receipt and opening of Statements of Qualifications.

18.3 Inquiries received within ten (10) days of the date set for receipt of submissions may not be answered or given any consideration. The Town Manager shall issue any interpretation for a proposer in the form of an addendum to the RFQ as timely as possible. However, if an addendum is issued, Town Manager will convey the final addendum to all proposers no later than five (5) days prior to the date set for receipt of SOQ's.

18.4 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA: All proposers must contact the Town Manager or Designee prior to submitting a Statement of Qualifications to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.

18.5 TOWN MANAGER ADDRESS: All proposers shall direct communications & inquiries to:

Town of Pembroke Park
Robert A. Levy
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
(954) 966-4600

19.0 STANDARD FORMS - The forms listed below (Attachments A and B) are to be completed and submitted with your Statement of Qualifications, and are attached herein. Ensure that all of these documents are completed and submitted with your Statement of Qualifications. Failure to do so may result in your submittal not being considered for the RFQ "short-list".

19.1 **ATTACHMENT A**

PROPOSER'S CERTIFICATION (RFQ Real Estate Broker)

I have carefully examined the Request for Qualification, and any other documents accompanying or made a part of this SOQ.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an SOQ for this project; no officer, employee or agent of the Town of Pembroke Park or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY:_____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED:_____

MAILING ADDRESS:_____

CITY, STATE, ZIP CODE:_____

TELEPHONE NUMBER:_____

FAX NUMBER:_____

State of:_____

County of:_____

Acknowledged and subscribed before me on the _____ day of _____, 2013,

by _____, as the _____ of

[business] _____.

_____
Signature of Notary

Notary Public, State of _____
Personally Known _____
-OR-
Produced Identification of: _____

End of Attachment A

PUBLIC ENTITY CRIME FORM

REQUEST FOR QUALIFICATIONS - RFQ FINANCIAL AUDITOR
FINAL A/E DESIGN SERVICES FOR RECREATIONAL COMPLEX

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted _____
whose business address is:
_____
_____
and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract for 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 n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please 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 management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____
(Signature)

_____
(Company)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____day of _____, 2016, and is personally known to me, or has provided _____ (driver's license/military id) as identification.

_____
Notary Public

My Commission expires:_____

End of Attachment B