TOWN OF LAKE PARK

Maria Davis
Town Manager

Office of the Town Manager
535 Park Ave
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

LEGAL NOTICE
REQUEST FOR PROPOSALS #102-2010

Sealed proposals for **EXTERNAL AUDITING SERVICES** will be received until 2:00 P.M. on May 10, 2010, by the Town of Lake Park Town Clerk, Commission Chambers, Lake Park Town Hall, 535 Park Avenue, Lake Park, FL 33403.

At time, date, and place noted above, proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the Proposer unopened.

Deadline to request any additional information/clarification will be 1:00 P.M. May 5, 2010.

This Request for Proposals (RFP) is available upon written request at the Town Clerk's Office, 535 Park Avenue, top Floor, Lake Park, Florida 33403. The facsimile number is (561) 881-3313 and our web site is www.lakeparkflorida.gov. To verify receipt of request, please call Jessica Shepherd at (561) 881-3311.

The Town of Lake Park reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The Town further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer.

TOWN OF LAKE PARK

Maria Davis
Town Manager

GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE OR REJECTION OF RFP The Town of Lake Park reserves the right to waive irregularities or technicalities in RFP or to reject all RFP or any part of any RFP.

ADDITIONAL INFORMATION Each Proposer shall examine all parts of the Invitation to RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. The Town of Lake Park shall not be responsible for oral interpretations given by any Town employee, representative, or others. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town of Lake Park or the compensation to the Proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Anne Costello
535 Park Avenue
Lake Park, FL 33403
Telephone: (561) 881-3350
Facsimile: (561) 881-3358

The RFP title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this RFP, the Town will attempt to notify all prospective Proposers who have secured same; however, it shall be the responsibility of each Proposer, prior to submitting their RFP, to contact the Town of Lake Park to determine if an amendment was issued and make such amendment a part of their RFP.

RFP SUBMISSION **Original and nine copies of this entire document as well as any other pertinent documents should be returned in order for the RFP to be considered for award.** RFP shall be submitted to the Town Clerk properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the Proposer, RFP opening date, and name and RFP number of the proposal.

By submitting a RFP proposal, the Proposer declares that he understands and agrees that this RFP, specifications, provisions, terms and conditions of same, shall become a valid contract between the Town of Lake Park and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the Town of Lake Park.

ASSIGNMENT The successful Proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Town.

PROPOSER CERTIFICATION Submission of a signed proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

RFP TABULATIONS Proposers desiring a copy of the RFP tabulation may request same by enclosing a self-addressed stamped envelope with their RFP.

RFP WITHDRAWAL No proposal can be withdrawn after it is filed unless the Proposer makes his request in writing to the Town prior to the time set for the opening of RFP, or unless the Town fails to accept it within ninety (90) days after the date fixed for opening RFP.

PROPOSER RESPONSIBILITY Before submitting the proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town that the Proposer will rely upon. No pleas of ignorance of such

conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a Proposer to execute a contract upon award, or withdrawal of a RFP before such award is made, may result in forfeiture of that portion of any RFP surety required equal to liquidated damages incurred by the Town. Where surety is not required, failure to execute a contract as described above may be grounds for removing the Proposer from the Proposer's list.

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Lake Park. The successful Proposer must prepay all transportation charges to designated point of delivery in Lake Park. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal. Failure to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written.

EXPENSES INCURRED IN PREPARING PROPOSAL The Town accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the Proposer.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The Town of Lake Park reserves the right to return for full credit at the risk and expense of the successful Proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

INSURANCE Prior to execution of the Contract by the Town and commencement of work, the Proposer must obtain all insurance required under this paragraph and submit same to the Town for approval. All insurance shall be maintained until work has been completed and accepted by the Town.

General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 per occurrence for Bodily Injury and Property Damage combined(if applicable).

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the Town shall be filed with the Town prior to the commencement of the work. *These policies described above, and any certificates shall specifically name the Town of Lake Park as an additional Insured and shall contain a provision that coverage afforded under the policies will not be modified or canceled until at least thirty (30) days prior to written notice has been given to the Town of Lake Park.*

Proposers shall include all subProposers as insured under its policies or shall furnish separate certificates and endorsements for each subProposer. All coverages for subProposers shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be modified*

or canceled before the expiration date thereof, the issuing company will mail advance written notice to the Certificate Holder named herein thirty (30) days prior.

LATE RFP REJECTION The Town of Lake Park is not responsible for the delivery of any RFP. All RFP's received by the Town Clerk after the time stated in the Invitation to RFP, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

LICENSES AND REGISTRATIONS The Proposer shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the Town of Lake Park, or the State of Florida. Every vendor submitting an RFP on this invitation to RFP should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Lake Park, Florida-based businesses are required to purchase an Occupational License to conduct business within the Town. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Lake Park, may also be required to obtain such a license by their own local government entity or by Lake Park. For information specific to Lake Park occupational licenses call (561) 881-3318.

METHOD OF AWARD The Town of Lake Park reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the Town.

QUALIFICATION OF PROPOSERS Each Proposer may be required, before the award of any contract, to show to the complete satisfaction of the Town of Lake Park that he has the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the Town to satisfy itself as to the Proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the Town in rejecting his RFP.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit an RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit an RFP on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subProposer, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PERMITS The Proposer shall obtain all required occupational licenses and permits. Applicable Town of Lake Park Building permits will be issued without charge covering contract work with the Town.

RELATION OF TOWN It is the intent of the parties hereto that the successful Proposer shall be legally considered as an independent Proposer and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of said successful Proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The Town of Lake Park is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Exemption Certificate Number is 85-8012740118C-3.

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The Town of Lake Park is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 561-881-3313 or mail the form to:

Town of Lake Park
Town Clerk
535 Park Avenue
Lake Park, FL 33403

- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation.
- ☐ Unable to meet specifications.
- ☐ Specifications not clear.
- ☐ Unable to meet bond and/or insurance requirements.
- ☐ Solicitation addressed incorrectly.
- ☐ Specifications "too tight" (i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

_____

_____

Due to the large number of companies listed on the Town's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? ☐ Yes ☐ No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Request for Proposal # 102-2010

External Auditing Services

Proposals to be opened in the Commission Chambers, 535 Park Avenue
Lake Park, FL 33403 at 2:00 P.M., May 10, 2010

Vendor Name	Federal Identification or Social Security Number
Vendor Mailing Address	Payment Terms **NET 30 DAYS**
Town - State - Zip Code	Delivery in Days After Receipt of Purchase Order
(Area Code) Telephone Number	(Area Code) Facsimile Number
E-Mail Address	Initial appropriate box to acknowledge amendment(s), if necessary ☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3
I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to aRFPe by all conditions of this RFP and certify that I am authorized to sign for, and commit, the vendor.	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)

STATE OF: _____ COUNTY OF: _____
BEFORE ME, the undersigned authority, this document was acknowledged by

_____ who:

☐ is personally known to me, or
☐ produced identification _____
who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2010.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC, State of Florida
At Large

_____ _____
Printed Name

1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP") process. The Town of Lake Park ("Town"), through its Town Clerk invites responses ("Proposals") which offer to provide the services described in greater detail in Section 2.0: Specifications / Scope of Work.

1.2. Term of Contract

The respondent(s) selected to provide the services requested herein ("Successful Proposer") shall be required to execute a contract ("Contract") with the Town, which shall include, but not be limited to, the following terms:

A. The initial term of the Contract shall be for one (1) years.

B. The Town shall have the option to extend the Contract for two (2) additional one (1) year periods, at its sole discretion and on the same terms and conditions. Successful Proposer will be given at least thirty (30) days prior written notice.

C. Extension of the term of the Contract beyond the initial period is an option of the Town to be exercised in its sole discretion and which does not confer any rights upon the Successful Proposer.

1.3. Business Objective

The Town, a municipal corporation of the State of Florida, is seeking the services of qualified and experienced proposer(s) ("Proposer(s)"), which may be an individual, firm, corporation, joint venture, partnership or other legal entity, for the provision of external auditing services, on behalf of the Department of Finance.

1.4. Deadline for Request for Additional Information/Clarification

Any request for additional information or clarification must be received in writing **no later than 1:00 P.M. May 5, 2010.** Proposers may fax or mail their requests to the attention of Anne Costello, Finance Director, at the Town's Finance Department, 535 Park Avenue, First Floor, Lake Park, Florida 33403. The facsimile number is (561) 881-3358.

1.5. Additional Information/Clarification

Requests for additional information or clarifications must be made in writing and received by the Finance Director specified on this RFP, in accordance, no later than the deadline for receipt of questions specified in the RFP (see Section 1.4). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any 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.

1.6. Contract Execution

The Contract will be negotiated and executed between the Successful Proposer (firm, joint venture, partnership or other legal entity) and the Town.

1.7. Unauthorized Work

The Successful Proposer (also known as the "auditor") shall not begin work until a Town Purchase Order and Contract has been issued. The Purchase Order(s) and or the Contract shall specify the price and period of time allotted for the completion of the work.

1.8. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the Town to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

1.9. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed.

1.10. Sub-Consultants

A Sub-Consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFP. A sub-consultant shall be paid through Proposer or Proposer's firm and not paid directly by the Town. Sub-consultants are allowed by the Town in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Proposal any sub-consultants to be utilized in the performance of required services. The Town retains the right to accept or reject any sub-consultants proposed in the response of Successful Proposer or prior to Contract execution. Any and all liabilities regarding the use of a sub-consultant(s) shall be borne solely by the Successful Proposer and insurance for each sub-consultant must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither Successful Proposer nor any of its sub-consultants are considered to be employees of the Town. Failure to list all sub-consultants and provide the

required information may disqualify any proposed sub-consultants from performing work under this RFP.

Proposers shall include in its Proposal the requested sub-consultants information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer. the Successful Proposer shall provide a list confirming the sub-consultants that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each sub-consultant, the services sub-consultants will provide relative to the Contract, any applicable licenses, references. ownership. and other information required of Proposer.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Town's Finance Director. Should it be necessary, a written addendum will be incorporated to the RFP. The Town will not be responsible for any oral instructions, clarifications, or other communications.

1.12. Disqualification

The Town reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.13. Acceptance or Rejection of Proposals

The Town reserves the right to waive any immaterial defect or informality in any Proposals or to reject any or all Proposals in whole or in part, or to reissue a Request for Proposals.

1.14. Proposal Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the "Legal Notice" of this RFP. After that date and time, Proposals will no longer be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the "Legal Notice" and in the RFP. Proposals that are not received by the deadline established in the RFP shall **not** be accepted or considered by the Town.

1.14. Capital Expenditures

The Successful Proposer understands that any capital expenditures that the Successful Proposer makes, in order to perform the services required by the Town in this RFP, is a business risk which the Successful Proposer may include in its proposed price. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses; incurred by any Proposer in anticipation neither of a Contract award nor to maintain the approved status of the Successful Proposer if a Contract is awarded.

1.15. RFP Process Milestones

The anticipated schedule for this RFP and subsequent Contract is as follows. **All dates are tentative and subject to change.**

RFP available for distribution	April 16, 2010
Due date for Questions	May 5, 2010
Proposal Due Date	May 10, 2010
Evaluation of Proposers by Evaluation Committee	May 11 – June 3, 2010
Meeting of Evaluation Committee (will be advertised)	May 17 – June 3, 2010
Recommendation from Evaluation Committee to Town Manager	June 4, 2010
Recommendation from the Town Manager to the Town Commission	June 11, 2010
Town Commission Approval and authorization to execute Contract	June 16, 2010

2.0. SPECIFICATIONS / SCOPE OF WORK

2.1 Background Information

The Town is soliciting Proposals from qualified and experienced independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The Town operates under a Town Commission/Town Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, public improvements, general administrative services. The Town's estimated population is 9,300. The Town employs approximately 70 employees and administers a combined operating budget of $16,285,530.

A copy of the Town's Comprehensive Annual Financial Report (CAFR) for the year ended 2009, Management Letter and Town's responses for the year ended 2009, Single Audit Report for the year ended September 30, 2009(if applicable) and the Town's approved budget for the year ending 2010 will be made available on-line.

2.2 Funds to be Audited

The Town uses the following fund types:

- Government Funds
  - General Fund

- Enterprise Funds
  - Marina Fund

- Stormwater Utility Fund
- Sanitation Fund

- Fiduciary Funds
  - Retired Police Officers' Pension Fund

- Capital Projects Funds
  - Capital project Fund
  - Special project Fund

- Account Group
  - General Fixed Assets Account Group
  - General Long-Term Debt Account Group

- Special Revenue Funds
  - Community Redevelopment Tax Increment Fund
  - Streets & Roads Fund

- Debt Service Funds
  - GO Bond Fund

- Internal Service Funds
  - Insurance Fund

2.3 Performance Requirements / Scope of Work

A. All audit services contemplated shall be performed in compliance within the requirements of:
   1) Chapter 79-589 and any other applicable Florida Statutes
   2) Regulations of the State of Florida Department Financial Services
   3) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349 Florida Statutes).
   4) Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants
   5) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget
   6) United States Single Audit Act of 1984
   7) United States Single Audit Act Amendments of 1996
   8) State of Florida Single Audit Act
   9) Statements on Auditing Standards (GAAS)
   10) Government Auditing Standards, issued by the Comptroller General of the United States

11) Generally accepted governmental accounting standards
12) GASB
13) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.

B. The Town expects the auditor to express an opinion on the presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.

The auditor shall also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information or the statistical sections contained in the CAFR.

C. The audit shall be an annual audit as defined in section 11.45 (1) (b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.

D. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the Town with any required letters and schedules related to this audit.

E. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the CAFR.

F. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the Town no later than March 1st following the end of the fiscal year under audit. These letters shall be included in the Comprehensive Annual Financial Report by the Town.

G. The auditor shall submit, not later than March 1st following the end of the fiscal year under audit, a full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the Town's intent that all fieldwork related to the audit shall be completed by February 1st following the end of the fiscal year under audit.

H. The auditor shall provide the Town 35 original copies of the Comprehensive Annual Financial Report as well as an electronic version. The Town shall provide the report covers and sufficient letterhead for the transmittal letter.

I. The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with Town Manager or designee, or the Town Commission, as deemed necessary.

J. The auditor shall prepare and submit a draft of the Comprehensive Annual Financial Report to the Town of Lake Park, not later than February 15th and a final report by March 1st following the end of the fiscal year under audit, a report on the financial condition of the Town of Lake Park, or deterioration thereof, in accordance with the rules of the Auditor General. In addition, the auditor shall also:
   a. Implement recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
   b. Shall review applications for annual Certificate of Achievement for Excellence in Financial Reporting.

K. Timeliness is critical in the performance of the audit. After the first year, the auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and Town staff. The Town will make necessary records available to the auditor through the year to assist in this regard. In addition, the Town will make end-of-year records available to the auditor on or before November 30th after the end of the fiscal year under audit.

L. The auditor shall report to the Town, at least weekly, the status of any potential audit adjustments so that the Town may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Town no later than February 1st following the end of the fiscal year under audit.

M. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

   The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate officials and included in a separate letter to the Town Commission.

N. The Town may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose financial statements or an extraction from the CAFR. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Town of Lake Park shall be included in the base fee submitted by Proposer.

O. The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized Town personnel, representatives of Federal or State Agencies upon request of that Agency or the Town of Lake Park in accordance with Federal Law, State Law and other

regulations, and to parties designated by the federal government or by the Town as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

P. The auditors agree to notify the Town immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Town or any other government client audited by the audit firm.

Q. The auditor agrees to notify the Town immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.

R. The auditor must designate one (1) "key" member of the audit team. The Town shall reserve the right to approve any substitutions or changes in those staff designated as "key".

S. Auditor shall provide the Town with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Proposer should state so in the response to the RFP. If available, the Proposer may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.

T. The firm must agree to use Town staff in preparation of supporting schedules, reconciliation's and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the Town with a list of all schedules to be prepared by the Town. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.

U. The Successful Proposer shall be required to provide additional services, not specifically addressed above, to other Town departments, agencies, Boards, Trusts, etc. who may, from time to time, require auditing services. Services may be contracted with that entity(s) at time of need, and a separate Contract executed for provision of said services.

2.4 Information to be Provided to Successful Proposer by the Town

The Town will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trial Balance printout as of September 30 and any other time periods requested by auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30 and any other time periods requested by auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. The Town will prepare confirmation letters for the auditor.
5. Other information requested by the auditor and mutually agreed upon by the Finance Director.

2.5 Fees for Services

Proposer shall submit a flat fee Proposal for the initial year of the Contract. Fees for the option years shall be at the same terms and conditions of the original year.

A progress payment not to exceed 50% of the total fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. An additional progress payment of 25% of the total fee may be made upon request of the Successful Proposer, upon submittal of the draft for review. Final payment shall be made upon receipt and acceptance of the final audit report by the Town Commission and upon request by Successful Proposer.

Fees for services for auditing work performed for other Town departments/agencies will be negotiated with Successful Proposer.

3.0. GENERAL TERMS AND CONDITIONS

3.1. Acceptance/Rejection

The Town reserves the right to accept or reject any or all Proposals or to select the Proposer, who's selection in the opinion of the Town, will be in the best interest of and/or the most advantageous to the Town. The Town also reserves the right to reject the Proposal of any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP.

Additionally, the Town reserves the right to reject any Proposal if an investigation reveals conflicting information with that which was submitted by Proposer. The Town further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Town Not Liable for Delays

It is further expressly agreed that in no event shall the Town be liable for, or responsible to, the Successful Proposer, any sub-consultant(s), or to any other person for, or on account of, any

stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Town has no control.

3.3. Contract Award and Town's Rights

The Proposals will be evaluated by an Audit Committee ("Committee") appointed by the Town Commission, comprised of volunteer members of the Commission and qualified volunteers from neighboring municipalities, as deemed necessary, with the appropriate technical expertise and/or knowledge.

The Committee shall evaluate each Proposal based upon the evaluation criteria established herein (the "Evaluation Criteria"). A Proposer may receive the maximum number of available points or a portion of this score depending on the merit of its Proposal, as evaluated by the Committee.

The Committee shall rank the Proposals, and then shall submit its recommendation(s) of the most qualified proposers to the Town Manager for acceptance. The Town Manager shall then enter into negotiations with the highest ranked Proposer. If the Town and the highest ranked Proposer cannot negotiate a Contract, the Town may terminate said negotiations and begin negotiations with the 2nd, 3rd or other responsive and responsible Proposers. The Town Manager shall make the recommendation to the Town Commission to execute a Contract with the Successful Proposer. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

Proposer shall acquire no vested rights by virtue of its recommendation by the Audit Committee. No rights at all shall accrue to the benefit of the Successful Proposer until both parties execute the Contract.

While the Town Commission may direct that the Town enter into a Contract with a Proposer(s), said Contract may be conditional on the subsequent submission of other documents within the time and in the manner specified in the contract.

All Contracts executed pursuant to this RFP shall be governed by the laws of the State of Florida. Also be aware that the Town may restrict the Successful Proposer from engaging in activities on behalf of the Town that will produce a direct or indirect financial gain for the firm, other than the agreed upon, compensation, without the Town's consent.

The final decision to award the Contract shall be made by the Town Commission.

The Town shall prepare and present the Contract for execution by the Successful Proposer.

The Town reserves the right to reject any or all Proposals, in whole or in part, and/or make award to more than one Proposer, whichever is deemed to be in the Town's best interests. The Town also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

3.5. Cost Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the Town, or any work performed in connection therewith shall be borne by the Proposer.

3.6. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.7. Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the Town, upon written notice to the Consultant or his/her assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Town.

3.8. Business Tax Receipt Requirement

Any Proposer with a business location in the Town, who submits Proposal under this RFP, shall meet the Town's Business Tax Receipt requirements. Proposers with a business location outside the Town of Lake Park shall meet their local Business Tax Receipt requirements. A copy of the Business Tax Receipt must be submitted with the Proposal; however, the Town may at its sole option and in its best interest allow the Proposer to supply the Business Tax Receipt to the Town during the evaluation period, but prior to award.

3.9. Payment

Payments to the Successful Proposer shall be made in accordance with Section 2.5 Fees for Services of this RFP. No advance payments will be made at any time.

Payment shall be made within 30 days after receipt of an invoice, after the delivery of the services/goods is accepted and approved.

3.10. One Proposal

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

3.11. Proposer Qualifications

Proposers shall satisfy each of the following requirements cited below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered by the Town.

A. Auditor must maintain a permanent office in Palm Beach, Broward or Miami/Dade County.

B. The State of Florida, Department of Business & Professional Regulation, and Board of Accountancy must license auditor and audit firm to practice in the State of Florida.

C. A minimum of 1 full-time CPA must be employed and assigned to the audit for the Town of Lake Park.

D. Auditor must have at least three (3) years of experience in governmental auditing, preferably municipal.

E. Proposer shall have no record of pending lawsuits or criminal activities involving moral turpitude and not have any conflicts of interest with the Town.

F. Neither Proposer nor any member, officer, or stockholder of Proposer shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.

G. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the Town. The Town reserves the right before recommending any award to inspect the facilities, organization and financial condition, or to take any other actions necessary to determine the Proposer's ability to perform in accordance with the specifications, terms, and conditions of this RFP.

3.12. Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.13. Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.14. Sales Tax

The Town is State Sales Tax exempt. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida

Statutes amended 1970 and all amendments thereto and shall be paid solely by the Successful Proposer.

3.15. Sub-Consultants of Work Shall Be Identified

In its Proposal, the Proposer shall identify all Sub-Consultants that will be used in the performance of the proposed Contract, their capabilities, experience, and a brief description of the work to be performed by the sub-consultant(s).

The Successful Proposer shall not, at any time during the term of the Contract, subcontract any part of his operations or assign any portion or part of the Contract to a sub-consultant(s) not mentioned in its Proposal without written consent of the Town. Nothing contained in this RFP shall be construed as establishing any contractual relationship between any sub-consultant(s) and the Town.

The Successful Proposer shall be fully responsible to the Town for the acts and omissions of a sub-consultant(s) and their employees, as for acts and omissions of persons employed by Successful Proposer.

3.16. Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction and not an employee or agent of the Town. The Successful Proposer shall supply competent and capable employees. The Town may require the Successful Proposer to remove an employee the Town deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the Town. Each employee shall have and wear proper identification.

All the services required herein shall be performed by the Successful Proposer and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the Successful Proposer must be covered by Workers' Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the Town.

3.17. Use of Name

The Town is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the Town, without prior express written permission of the Town.

3.18. Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the Town's initiating Department/Office. The Proposer certifies that its Proposal 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 Proposals where collusion may have occurred.

4.0. SPECIAL PROVISIONS of PROPOSED CONTRACT

4.1. Authorization

Upon authorization of the Town Commission, the Town Manager or his designee shall negotiate all aspects of the Contract with the Successful Proposer. The Town Attorney's Office will provide assistance to the Town Manager or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the Town Commission's authorization for the execution of the Contract by the Town Manager. The Contract shall comply with all applicable laws.

4.2. General

The Contract shall address, but not be limited to, the following terms and conditions:

4.2.1. Amendments to the Contract

The Finance Director and/or Town Manager shall have authority to amend the Contract on behalf of the Town up to a cumulative amount of 10% or $10,000.00, whichever is lower. Amendments in excess of this amount must be approved by the Town Commission.

4.2.2. Assignment of Contract

The Successful Proposer shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the Town through the Town Manager, in the Town's sole discretion.

4.2.3. Audit Rights and Records Retention

The Successful Proposer agrees to provide access to the Town, or any of its duly authorized representatives, to any books, documents, papers, and records of the Proposer which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the Town makes final payment and all other pending matters are closed. On an ongoing basis, the most recent Financial Statements and audit reports, whether internal or outside audit, must be provided to the Town.

4.2.4. Cancellation

The Town, by written notice, may terminate the Contract, in whole or in part, at its sole discretion and without cause. If the Contract is so terminated, the Town shall be liable only for payment for services rendered prior to the effective date of termination.

4.2.5. Compliance with Orders and Laws

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

4.2.5.1 **Occupational, Safety and Health Act** (OSHA), as applicable to this RFP.

4.2.5.2 **The State of Florida Statutes, Section 287.133(3)(A)** on **Public Entity Crimes.**

4.2.5.3 **Americans with Disabilities Act of 1990**, as amended.

4.2.5.4 **National Institute of Occupational Safety Hazards** (NIOSH), as applicable to this RFP.

4.2.6. Conflict of Interest

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No Town officer, official, employee or board, Commission or agency member, or a spouse, son, daughter, parent, brother or sister of such person, shall enter into any contract, transact any business with the Town, or appear in representation of a third party before the Town Commission. This prohibition may be waived in certain instances by the Town Manager.

This prohibition does not preclude any person to whom it applies from submitting a Proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the Town, even if such person were the Successful Proposer.

A letter indicating a conflict of interest for each individual to whom it applies shall accompany the submission package. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation, which may create the conflict; the board on which the individual is or has served; and the dates of service.

4.2.7. Contract Administrator

The Contract Administrator for the Contract shall be:

Anne M. Costello
Finance Director
Finance Department
535 Park Avenue, 1st Floor
Lake Park, Florida 33403

4.2.8. Contract / Town's Representative

Proposer shall include the name and telephone and/or cellular number of the intended Town's Representative should a Contract be awarded. In the event the Contract is awarded to Proposer, the Town's Representative, designated by Successful Proposer, shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to contract performance. Should the Town's Representative deemed acceptable by the Town leave the Successful Proposer's firm for any reason, the Town reserves the right to accept or reject any other proposed Town Representative.

4.2.9. Indemnification/Hold Harmless Agreement

The Successful Proposer shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its sub-consultants, if applicable and as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.2.10. Insurance

Within ten (10) days after notification of award, the Successful Proposer shall furnish Evidence of Insurance to the Town Clerk. Please refer to Section 6.3 Indemnification and Insurance.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been made aware of Commission award, the Successful Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future Proposals to the Town. Information regarding any insurance requirements shall be directed to the Risk Management Administrator, Human Resources Department, at (561) 881-3300. Additionally, Successful Proposer may be liable to the Town for the cost of re-procuring the services, caused by Successful Proposer's failure to submit the require documents.

4.2.11. Permits, and Licenses

The Successful Proposer shall obtain and pay for any applicable licenses, permits and inspection fees as may be required for each assigned project. All work shall comply with all applicable laws and ordinances.

In the event any governmental restrictions may be imposed which would necessitate alterations of the material, quality, workmanship or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the Successful Proposer to notify the Town at once, indicating in his/her letter the specific item/service which requires an alteration. The Town reserves the right to accept any such alteration including any price adjustment(s) occasioned thereby, or to cancel the contract at no expense or other liability(s) to the Town.

4.2.12. Hold Harmless

The Successful Proposer shall hold harmless and indemnify the Town for any errors in the provision of services and for any fines, which may result from the fault of the Successful Proposer.

4.2.13. Audit Rights and Records Retention

The Successful Proposer agrees to provide access to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the Town makes final payment under the Contract and all other pending matters are closed. Successful Proposer's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the Town.

4.2.14. Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem your Proposal non-responsive.

5.1. Instructions to Proposers

The purpose of this RFP is to hire a qualified and experienced independent Certified Public Accountant(s) licensed to practice in the State of Florida, which may be a firm, corporation, joint venture, partnership or other legal entity, to provide external auditing services to the Town of Lake Park. Therefore, only fully capable, experienced, and qualified Proposers should submit Proposals in response to this RFP.

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would also have to stand on its own merits.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

5.1.1. Submission Requirements

PROPOSAL FORMAT

The following documentation shall be included as a minimum in the Proposal and submitted to the Town.

Instructions to Proposers: Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this RFP. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Proposers should submit one (1) original and nine (9) copies of your Proposal.

The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.

1. **Cover Page**

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. **Table of Contents**

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. **Executive Summary:**

A signed and dated summary of not more than two (2) pages containing Proposer's overall Qualifications and Experience, and Ability and Capability to Perform Required Services,

as contained in the submittal. Proposer should include the name of the organization. business phone and contact person. Provide a summary of the work to be performed by Proposer.

4. **Proposer's Qualifications and Experience**

a) **Describe** the Proposer's organizational history and structure; provide a brief history of your firm. including years Proposer and/or firm has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Proposer/firm.

b) **Provide** a list of all principals, owners or directors.

c) **Provide** detailed relevant, auditing experience of firm for at least three (3) years. particularly governmental auditing experience. Include any municipal audit experience including grant audits.

d) **Provide** not less than a list of three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation. At least one copy of a CAFR from one of the references must be also be submitted. In the event that a firm has been formed so recently that no government auditing references are available for the newly formed firm, the Proposer should state so in the response to the RFP. If available. the Proposer may also submit governmental auditing references for any predecessor firms.

e) **Provide** copies of resumes and describe meaningful governmental auditing experience of partners, managers, other key staff members. and other supervisory staff assigned to the Town's account. Include name, overall work to be performed, EEO job classification, ethnicity, race and gender. The Town reserves the right to contact any reference as part of the evaluation process. *NOTE: Proposer must provide the Town with a complete resume for <u>each</u> member of its team.*

f) **Provide** copy(s) of CPA license for all individual CPA's assigned to the audit and for the firm in the State of Florida.

g) **Provide** positive affirmation that all CPA's assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.

h) **Provide** documentation from Board of Accountancy that the licenses described above are indeed active and in good standing.

i) **Provide** a list of clients that have, for whatever reason, **discontinued** the use of Proposer's services within the past two (2) years, and indicate the reasons for the same. The Town reserves the right to contact any reference as part of the evaluation process.

j) **Provide** two (2) Letters of Reference on letterhead from preferably governmental entities for whom similar services have been performed. This information is subject to verification as part of the evaluation process.

k) **Provide** a current resume of each Sub-Consultant. Proposer must identify all sub-consultants. and those services to be performed. Proposer must provide

Sub-Consultants' qualifications and experience in detail, highlighting all similar experience as addressed in this RFP and anticipated to be performed by the Sub-Consultants. Proposer must provide for each sub-consultant the same information required of Proposer. The Town retains the right to accept or reject any Sub-Consultants proposed. The Town reserves the right to contact any reference as part of the evaluation process.

5. **Ability and Capability to Perform Required Services**

a) **Provide** location of the office from which the audit will be conducted.
b) **Provide** a brief description of the audit procedure to be followed.
c) **Provide** a tentative schedule for performing key aspects of the audit.
d) **Provide** recent, current and projected workload of Proposer, and auditors assigned to the Town's account.
e) **Provide** copy(s) of most recent two (2) external quality control reviews (peer reviews) which included a review of specific government engagements.
f) **Provide** results of any federal or state desk review or field audits during the past three years.
g) **Provide** detailed responses to each of the requirements of the Town as stipulated within the Scope of Work, Section 2.0 of this RFP, and **provide** Proposer's overall ability and capability to provide required services to the Town.
h) **Describe** any litigation or proceeding against Proposer, its partners, managers, other key staff members, within the past three (3) years. **Provide** any circumstances and status of any disciplinary actions taken or pending against the Proposer, its partners, managers, other key staff members, by the state regulatory bodies or professional organizations or where a court or any administrative agency has ruled against your professional activities or performance. **Describe** any current or pending litigation or proceeding involving Proposer, its partners, managers, other key staff members, and its professional activities or performance, if applicable. State the nature of the litigation, a brief description of each case, the outcome or projected outcome, and the monetary amounts involved.

6. **Fees for Services**

a) **Submit** a flat fee proposal for the initial year of the contract, if awarded to Proposer. Failure to submit fee proposal will disqualify Proposer.
b) **Provide** a fee schedule for the complete audit, and one single hourly rate to be used for any additional work, which may be requested by the Town, which is outside the scope of this contract. Discuss any additional services and fees for any other services Proposer can provide and which are not specifically listed within this RFP.

7. **Trade Secrets Execution to Public Records Disclosure**

All Proposals submitted to the Town are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets".

If the Proposal contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal as a "trade secret" you agree to indemnify and hold harmless the Town for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the Town by reason of any legal action challenging your claim.

8. **Affidavits / Acknowledgments**

Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Insurance Requirements
- 6.4 Proposer Background Information
- 6.5 Affirmative Action Policy for Equal Employment Opportunity (Sample)
- 6.6 Debarment and Suspension Certificate
- 6.7 Proposer (Vendor) Application
- 6.8 Copy of Proposer's Occupational License
- 6.9 Conflict of Interest, if applicable

5.2. Response Format

Ten (10) bound copies of your complete response, including one (1) original, to this RFP must be delivered to:

Vivian Lemley
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Responses must be clearly marked on the outside of the package referencing

RFP NO.: 01-2007 - EXTERNAL AUDITING SERVICES. Responses received after that date and time will not be accepted and shall be returned unopened to Proposer.

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 180 days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the Town's discretion.

Proposers must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

5.3. EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria and weight:

CRITERIA	PERCENTAGE
Proposer's Qualifications and Experience	35
Proposer's Ability and Capability to Perform Required Services	35
Fees for Services	30
	100 %

6.0. RFP Response Forms

CHECK LIST

This checklist is provided to help you conform with all form/document requirements stipulated in this RFP.

		Submitted With Proposal
6.1	**RFP Information Form** This form must be completed, signed, and returned with Proposal.	YES_____
6.2	**Certificate of Authority,** must be completed, signed & returned with Proposal.	YES_____
6.3	**Insurance Requirements** Acknowledgment of receipt of information on the insurance requirements for this RFP. (Must be signed).	YES_____
6.4	**Proposer Background Information** This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP.	YES_____
6.5	**Affirmative Action Policy for Equal Employment Opportunity (Sample)**	YES_____
6.6	**Debarment and Suspension Certificate** *(must be signed)*	YES_____
6.7	**Proposer (Vendor) Application,** if applicable - All prospective Proposers should complete a Vendor application for the commodities/services the Proposer can regularly supply to the Town. Should a prospective Proposer not be currently listed on the Town's Proposer/Proposer's list, a Vendor application will be enclosed with the RFP package. Proposers who have already submitted an application and secured a vendor number from the Town are not required to submit a new Vendor application.	YES_____
6.8	**Business Tax Receipt** - All Responses shall be accompanied by a copy of your current Business Tax Receipt(s), as required.	YES_____
6.9	**Conflict of Interest,** ***if applicable***	YES_____
6.10	**Complete Proposal** ***with all required documentation and Attachments.***	YES_____

FAILURE TO PROVIDE EACH OF THE ABOVE MAY DEEM PROPOSAL NON-RESPONSIVE.

6.1. RFP Information Form

Mailing Date:
RFP No: 102-2010

Buyer: Town of Lake Park
Fax: (561) 881-3313

Responses must be received by: May 10, 2010 at 2:00PM

TERM CONTRACT

EXTERNAL AUDITING SERVICES

RFP NO. 102-2010

I certify that any and all information contained in this Proposal is true; and I further certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to aRFPe by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer. Please print the following and sign your name:

Firm's Name:_____

Principal Business Address:

_____

_____

Mailing Address:

_____

_____

Telephone:_____

Fax:_____

E-mail address: _____

Name:_____

Title:_____

Authorized Signature:_____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____

a corporation existing under the laws of the State of _____, held on _____ ____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to the Town of Lake Park and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

organized and existing under the laws of the State of _____ , held on _____ , 20 _____ , the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the Town of Lake Park and this partnership and that their execution thereof, attested by the _____

_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

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

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____
_____
organized and existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that,_____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated,_____ 20____, to the Town of Lake Park official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

CERTIFICATE OF AUTHORITY
(if Individual)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as)_____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20_____ , to the Town of Lake Park as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____ , day of _____ , 20____.

NOTARY PUBLIC: _____

Commission No.:_____

I personally know the individual/do not know the individual (Please Circle)

Driver's License #_____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

6.3. Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or sub-consultants (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its sub-consultants, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Lake Park, c/o Finance Department, 535 Park Avenue, 1st Floor, Lake Park, Florida 33403, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
B. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Town must be shown as an additional insured with respect to this coverage.
C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.
D. Professional Liability Insurance with Minimum Limits of $1,000,000.00 per occurrence.

The Town is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund, subject to the approval of the Financial Director.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: TOWN RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the RFP.

B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.4. Proposer Background Information

INSTRUCTIONS:
This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY NAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ _____% of ownership

_____ _____% of ownership

_____ _____% of ownership

_____ _____% of ownership

LICENSES:

1. County or Municipal Business Tax Receipt No._____
   (attach copy with Response)

2. Business Tax Receipt Classification_____

3. Business Tax Receipt Expiration Date:_____

4. Social Security or Federal I.D. No._____

Proposer Background Information form (page 2)

EXPERIENCE:

6. Number of Years your organization has been in business:_____

7. Number of Years experience PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the RFP:_____

8. Number of Years experience PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the RFP:_____

9. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to that required by specifications of the Town's RFP:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB

Contact Person: _____ Phone No: _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB

Contact Person: _____ Phone No: _____

Proposer Background Information form (page 3)

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contact Person: _____ Phone No: _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contact Person: _____ Phone No: _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contact Person: _____ Phone No: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.5. Sample Affirmative Action Policy

For Equal Employment Opportunity

AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.

3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: _____

(SIGNATURE/TITLE): _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

6.6. Debarment and Suspension

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Town Manager, after consultation with the Finance Director and the Town Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three (3) years. The Town Manager shall also have the authority to suspend a Proposer from consideration for award of Town contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Proposers shall be exercised in accordance with regulations which shall be issued by the Finance Director after approval by the Town Manager, the Town Attorney, and the Town Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

3. Conviction under state or federal antitrust statutes arising out of the submission of RFP or proposals;

4. Violation of contract provisions, which is regarded by the Finance Director to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;

6. False certification pursuant to paragraph (c) below; or

7. Any other cause judged by the Town Manager to be so serious and compelling as to affect the responsibility of the contractual party performing Town contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the Town shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.