

The Village of El Portal
REQUEST FOR PROPOSALS

FINANCIAL SERVICES

RFP No. 2021-03

AT

VILLAGE OF EL PORTAL
500 NE 87 STREET
EL PORTAL, FL 33138

Copies of this Solicitation Document are available at the Village of El Portal website, www.elportalvillage.com. Contact Person: Village Manager Christia E. Alou
Email: villagemanager@villageofelportal.org | Telephone: (305) 795-7880

The Village of El Portal, Florida, a Florida municipal corporation located in Miami-Dade County, Florida, whose address is 500 NE 87th Street, El Portal, FL 33138 hereinafter referred to as the “Village” is hereby soliciting Proposals from experienced and qualified firms or individuals to provide Financial Services to the Village as outlined below.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or firm and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the Village of El Portal, Attention: Village Manager 500 NE 87 Street El Portal, FL 33138.

NOTICE OF REQUEST FOR PROPOSALS – NO. 2021-03
FINANCIAL SERVICES

The Village of El Portal is currently soliciting proposal packages from qualified individuals or firms for Finance Services as outlined in this document.

Sealed proposals will be received by the Village Manager, Village of El Portal, 500 NE 87th St., El Portal, FL 33138, no later than 2:00 p.m. on or before Thursday, September 23, 2021, at which time they will be publicly opened at 11:00am in the Village Hall Conference Room, 500 NE 87 Street, El Portal, FL 33138. To be considered, all interested parties must obtain a copy of the Request for Proposal (RFP) and submit one (1) original and five (5) copies of the required information and documents in one (1) sealed package, entitled “VOEP RFP No. 2021-03 – FINANCIAL SERVICES”. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time (and recommence it later from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified individuals or firms can obtain the Request for Proposal through the Village’s website at www.elportalvillage.com.

The Village’s schedule (timetable) for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday, August 30, 2021	
Deadline For Receipt of Written Questions:	Thursday, September 16th	12:00PM
Deadline For Receipt of Proposals:	Thursday, September 23rd	2:00PM
Village Council Approval Date:	Tuesday, September 28th	7:00PM

(The Village reserves the right to delay or modify the above dates and will post notice of any changes on the Village website)

ACCEPTANCE AND REJECTIONS

The Village reserves the right to reject any Proposal with or without cause; to waive any or all irregularities with regard to the specifications and to select the Respondent offering the greatest benefit to the Village. Please be advised that this Solicitation is issued subject to the Village of El Portal Code Section Cone of Silence, prohibiting certain communications with the Village as described under Section 1.0, Instructions to Proposers, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Village Manager Christia E. Alou

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SECTION 1.0

INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a) "Village" means the Village of El Portal.
- b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the Village by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the Village and the Respondent.
- c) "Department" means a department of the Village of El Portal.
- d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- f) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the Village Council as a result of this Solicitation, and upon the parties executing a Contract.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- h) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services being procured by means of this Solicitation.
- j) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the Village, whether directly or indirectly, on behalf of the Contractor.

2. VILLAGE OVERVIEW

The Village of El Portal, Florida (aprox. pop. 2300 persons) is a diverse, idyllic community, located in the North East portion of Miami-Dade County just north of Downtown Miami and encompasses approximately 0.42 square miles. As the smallest Village of Miami-Dade County, The Village of El Portal is committed to maintain the socio-economic diversity which strengthens the vitality of the Village, while also focusing on issues such as commercial growth, a small number of large development projects, the arts, leisure activities and resiliency to provide a viable future for our residents and preserve the Village's rich history since its incorporation in 1926.

The Village provides a wide range of governmental services including public safety / police services, parks and recreation / public works, planning, building and

zoning, code enforcement, and community development to its citizens.

The Village is a consumer of goods and services and the purchasing decisions of our employees and consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

3. REQUEST FOR PROPOSALS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the Village's anticipated needs.

4. PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, (**Form "A-1"**) attached to this Solicitation, must be executed by the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Qualification package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

5. PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the Village, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the Village if it is determined that the Respondent did not comply with the requirements of this Section. If so, the Village shall have no liability to the Respondent for any Work performed or materials furnished.

6. LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the Village Council Members or any evaluation committee members or employees of the Village for any purpose relating to this Solicitation. Any Qualification submitted by a Respondent who violates these requirements will not be considered for review. The Village's Department of the Village Clerk shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

7. **SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF VILLAGE CONTRACTS**

The Principal(s) of any Respondent(s) or their proposed Subcontractors or Sub-consultants shall not attempt to do business with the Village under a different name or form a new legal entity in order to do business with the Village while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the Village. The Village, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

8. **POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the Village Manager for all inquiries relating to this Solicitation. Any questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted in writing to the Village Manager by email at villagemanager@villageofelportal.org

Substantive questions will not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and will be posted on the Village's webpage at www.elportalvillage.com.

9. **ORAL REPRESENTATION**

No oral representation made by Village staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the Village shall govern all aspects of this Solicitation.

10. **ADDENDA**

If any revisions to this Solicitation become necessary, the Village will post written addenda on the Village website. The Village may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the Village prior to the submittal deadline by either calling or checking the Village website at www.elportalvillage.com.

11. **CANCELLATION OF THE SOLICITATION**

The Village reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the Village.

12. **PROTEST**

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the Village Clerk within five (5) business days (excluding weekends and Village observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the Village Clerk.

Any Respondent who files a formal written protest shall post with the Village, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the Village Clerk of the Village of El Portal 500 NE 87 Street El Portal, FL 33138. The Village will not accept receipt of any formal written protests filed at any location other than the Village Clerk's Office.

13. **AGREEMENT**

Respondent understands that neither this Solicitation nor Respondent's Proposals constitute an Agreement with the Village. No Agreement is binding or official until all Proposals are reviewed and accepted by appropriate Village staff, approved by the requisite level of authority within the Village and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the Village determines to be fair, competitive and reasonable.

14. **PROPOSALS COST**

Neither the Village nor its representatives shall be liable for any expenses incurred by Respondents with regards to the preparation, submission or presentation of a

response to this Solicitation. All information in the response shall be provided at no cost to the Village.

15. TAX EXEMPT STATUS

The Village is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

16. QUALIFICATIONS SUBMITTAL AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The Village assumes no responsibility for responses not properly marked.

The Village will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of a response by any Village office, receptionist or personnel other than the Manager's Office will not constitute "delivery" as required by this Solicitation. The Village will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening if there is one.

17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third-party following submission of a Proposal to the Village.

18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the Village either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by Village staff, they then become property of the Village, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

19. PUBLIC RECORDS AND EXEMPTIONS

Respondents are hereby notified that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes, known as the "Public

Records Law", at the time the Village posts notice of its decision or intended decision regarding recommended award of this RFP or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide the Village Manager with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

20. REJECTION OF RESPONSES

The Village reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the best interest of the Village;
- (2) If such Proposal is deemed non-responsive.
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the Village. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the Village.

21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one which meets the requirements outlined in this Solicitation, includes all necessary documentation, is submitted in a timely manner and contains the appropriate signature(s) as required for each document. Failure to comply with any of these requirements may result in a Proposal being deemed as non-responsive.

22. VILLAGE COUNCIL REVIEW AND AWARD

The Village Manager will report the result of this Solicitation to the Village Council for its review, evaluation and final selection of a Respondent to be awarded this contract.

23. THE VILLAGE OPTIONS

The Village may, at its sole and absolute discretion, reject any responses, re-advertise this Solicitation, or

postpone this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and evaluation process, as well as whether an award shall be made pursuant to this Solicitation, shall be the sole and absolute discretion of the Village Council through processes agreed upon by majority vote when a Quorum of the full Council is present or otherwise lawfully in attendance.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the Village as constituting an offer by the Respondent to provide the Services described in this Solicitation.

24. **CONTRACT AWARD**

The Village anticipates the selection and award of this contract to one Respondent but reserves the right to not make any award whatsoever, if determined to be in the best interest of the Village.

Prior to final execution of an Agreement with the Village, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the Village Manager, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

25. **PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 5.0.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the Village Manager and acknowledging their review of said addendum, if any, as part of the Proposal.

26. **NON-RESPONSIVE PROPOSALS**

Proposals deemed to be non-responsive shall not be considered for award under this Solicitation. Proposals may be rejected if found to be in non-compliance with the requirements and instructions contained herein. A Proposal may be determined to be non-responsive due to various factors including, but not limited to, failure

to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected, as stated, if not delivered or received on or before the date and time specified as the deadline for submittal.

27. **CONE OF SILENCE**

This Solicitation is issued pursuant to the Village Code, Cone of Silence, which prohibits certain types of communication with Village Council members, Village staff and evaluation committee members upon issuance.

Upon the Cone of Silence taking effect, the Village Clerk shall issue public notice thereof by providing written notice to the affected Village Departments, the Village Clerk's Office and to each Village Council Member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Village Manager from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the Village Clerk.

28. **RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This Respondent shall submit with its Proposal a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Agreement Work and all suppliers who will supply materials for the Agreement Work direct to the selected Respondent, **if applicable**. Failure to comply with this requirement shall render the Proposal non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the Village (see Form A-6).

29. **BUSINESS ENTITY / RESPONDENT REGISTRATION**

The Village of El Portal requires business entities to complete registration application before doing business with the Village. Respondents need not register with the Village to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Qualification. To register, you may contact the Village Clerk. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

30. **EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the Village a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the Village Council through majority vote shall determine the acceptability of the proposed exceptions. The Village Council, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the Village may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the Village is under no obligation to accept any exceptions. If no exception is submitted, the Village will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

31. **LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF VILLAGE OF EL PORTAL RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS**

The evaluation of competitive Solicitations is subject the Village Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

- a) A business located in the Village that has a permanent office or other site where the local business conducts, engages in—or carries on all or a portion of its business and has a current Village business tax receipt, issued prior to the Village’s issuance of this Solicitation; or

- b) A business that has at least ten percent (10%) of its total workforce residing in the Village prior to the Village’s issuance of this Solicitation; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a Village project with subcontractors who are physically located within the Village.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

32. **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

33. **MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposals opening.

34. **TRUTH-IN-NEGOTIATION STATEMENT**

The Respondent must provide at the time of Agreement execution a written statement stating that “wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting”.

35. **REVIEW OF PROPOSALS**

The Village will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

36. **LATE SUBMISSIONS**

The Village will not accept Proposals received after the date and time stipulated in the Solicitation Timetable and therefore encourages early submittal.

37. **OPENING OF SUBMITTED PROPOSALS**

Immediately after the deadline for submittals has passed, the Village Manager will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the Village Manager located at the Village Hall at 500 NE 87th Street, Village of El Portal, Florida 33138. A list of Respondents will also be placed at the front office bulletin board shortly after the Proposals are opened and announced.

38. ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

39. CONFLICTS OF INTEREST

The Village's Conflict of Interest guidelines shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the Village in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the Village. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2. PURPOSE

The Village of El Portal is a Village Manager/ Village Council form of government and is located within Miami-Dade County, Florida. It serves an area of approximately .69 square miles with a population of approximately 2,300. The Village employs 14 full-time employees. The Village provides a full range of municipal services including, general government, public safety (police and code compliance), public works, planning and zoning, and parks and public events. A full community profile can be found on our website at www.elportalvillage.com. The qualified vendor will provide necessary financial services to the Village of El Portal and function as the Village of El Portal's Chief Financial Officer/Finance Director.

2. TERM OF CONTRACT

The Contract will commence upon approval by the Village Council, unless otherwise stipulated in the Notice of Award letter, which will be issued by the Village Manager and contingent upon the completion and submittal of all required Solicitation documents. The initial term of this Contract may be up to two (2) years.

3. OPTION TO RENEW

The Contract may be renewed annually for three (3) additional one-year periods, under the same terms and conditions, at the sole discretion of the Village Manager. The fee structure of the Contract shall remain firm for the entire Contract term including any and all renewal periods.

4. METHOD OF AWARD

The Village Manager shall review all Proposals received in a timely manner and shall determine which ones are deemed responsive and responsible Respondents. The results of the Village Manager's review and evaluation shall be submitted to Village Council for their further review, evaluation, and final selection for award of this Contract.

5. MINIMUM QUALIFICATION AND EXPERIENCE

To be considered eligible to respond to this Solicitation, the Respondent must meet the following minimum qualifications outlined as follows:

5.1. EXPERIENCE REQUIREMENTS

The Respondent must provide the firm/individual's experience and Staff Resources that identify names of principals and key personnel who will provide the financial services. Summarize the experience and financial expertise of these staff and include background information that contains length of time in business providing similar services, total number of clients, and total number of government clients.

5.2. REFERENCES

The Respondents must provide at least five (5) references of business clients and/or governmental agencies to which it has provided local government Financial Services. If available, such references should be representatives of Florida jurisdictions and/or agencies for which the Respondent is currently providing or has provided Financial Services within the last five (5) years.

5.3. COMMUNICATION

The ability to communicate in a diverse environment is crucial to success in this position.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

1. Professional Liability (Errors and Omissions) Insurance – 1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
2. Commercial General Liability Insurance –written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
3. Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.
4. Workers' Compensation — \$500,000 minimum policy limit/ \$100,000 per employee or accident. State exemptions from workers' compensation coverage are not acceptable.

Both Commercial General and Automobile Liability insurance policies shall name the Village of El Portal as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Village may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the Village's Finance Department prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit to the Village Manager, prior to signing of Contract, a Certificate of Insurance naming the Village of El Portal as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the Village Manager/designee.

Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Awarded Contractor shall not commence Work under this Agreement until the Village has received and approved all the minimum insurance described by the Village's Finance Department. Awarded Contractor shall not permit any Subcontractor to begin any Work on Village Property until Subcontractor's minimum insurance coverage is obtained and approved.

7. FAILURE TO PERFORM

The terms and conditions of the awarded Contract will dictate issues of default and termination, with or without cause.

8. FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.8.1 e-Verify. The Awarded Contractor shall be registered with the federal e-Verify system at the time of response and throughout the contract period.

9. ACCEPTANCE OF SERVICES BY THE VILLAGE

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

10. COUNCIL MEETING

All Respondents submitted by the Village Manager to Village Council for further review and evaluation must be available to attend Village Council meetings to answer any questions and/or provide presentations, if so requested by Village Council and/or authorized Village staff.

11. SOLICITATION CLARIFICATION AND QUESTIONS

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Village Manager via email at villagemanager@villageofelportal.org. Respondent(s) must clearly understand that the only official answer or position of the Village will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence; be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum.

NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE. Addendum(s) will be made available on the Village's webpage and it is the Respondent's sole responsibility to assure review of all (if any) addenda(s).

This RFP is issued pursuant to the Village of El Portal Ordinance which prohibits certain types of communications.

12. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The Village reserves the right to reject any Proposal, and to waive minor irregularities in this Solicitation process.

13. VILLAGE OPTIONS

The Village may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Village Manager and Council.

14. RULES, REGULATIONS, AND REQUIREMENTS

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Village government applicable to submitting a response to this RFP and to providing the Services described herein.

15. ETHICAL CONSIDERATION

No elected official or employee of the Village who exercises any responsibilities in the review, approval, or implementation of the Proposal or Contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.

The awarded Respondent shall not assign any interest in this Contract and shall not transfer any interesting the same without the prior written consent of the Village.

The awarded Respondent shall not accept any client or project that places it in a conflict of interest with its representation of the Village of El Portal.

The Respondent must warrant that it has not employed or retained a company or person, other than a bona fide employee, Contractor or Subcontractor, working in its employ, to solicit or secure a contract with the Village, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Village.

16. CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and Solicitation number shall appear on the envelope.

17. MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the opening of Proposals.

18. CONTRACTOR REGISTRATION

The Contractor shall be a registered vendor with the Village of El Portal for the duration of the Agreement. In becoming a registered vendor, the Proposer confirms its knowledge of and commitment to comply with the Village of El Portal Procurement Code which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the Village's procurement policies upon written request to the Village Manager.

END OF SECTION

SECTION 3.0 SCOPE OF WORK

3.1 SCOPE OF SERVICES

The Respondent will be required to provide full-time Financial Services to the Village of El Portal. This section summarizes the services to be provided to the Village. The Village of El Portal is looking for a firm/individual that will provide long term strategic planning as well as serving as the Village's Chief Financial Officer or Finance Director. The Village expects the vendor proposal to define, in detail, the approach to be used to service and improve its existing finance department infrastructure and meet future requirements in a cost-effective manner. The Village is requesting proposals from firms OR qualified individuals to provide comprehensive municipal finance services for the Village of El Portal as follows:

ESSENTIAL DUTIES & RESPONSIBILITIES:

The successful Respondent will serve as the Village of El Portal's Finance Director/Chief Financial Officer (CFO), responsible for planning, directing, and supervising the technical accounting and finance functions necessary to maintain the Village in compliance with all accounting and financial regulations. This is a part-time (20-30 hours weekly) position. The Finance Director will need to be experienced in Florida local government finance in at least the Deputy or Assistant Finance Director level and a dynamic accounting professional with proven leadership skills, technical competency within accounting and strong communications skills. A high level of self-sufficiency, resourcefulness, and the ability to work through problems is critical for success. As an experienced Chief Financial Officer/ Finance Director, the Respondent shall perform the duties as follows:

- Serve as financial advisor to the Village Manager
- Plan, evaluate and direct departmental policies, programs and operations related to the financial and budgetary activities of the Village
- Prepare financial statements and cost reports at regular monthly intervals including reconciling bank and general ledger accounts monthly.
- Attend and participate, in Village Budget hearings, Mid-Year Budget Workshop, budget workshop(s), and Administration and Finance Committee meetings to give financial updates to Village Council and the public
- Exceed standards for transparency and financial reporting
- Develop or assist in the development of financial studies, plans, forecasts, estimates, and finance-related ordinances and resolutions
- Supervises financial responsibilities of the Office Administrator or finance department and approve disbursements for goods and services within the budget appropriations
- Supervise the data processing functions to ensure that required programming is in place and that necessary records and reports are produced in a timely manner
- Represents the Village and/or the Finance Department by preparing and presenting information to the Village Council, boards, clubs, civic groups and in other forums
- Provides technical and policy information and assistance to the Village Council, Village staff members, other municipal agencies, committees, and the public
- Monitor effectiveness of accounting system; support management in streamlining processes through process improvements and automation; participate in the design, development and implementation and on-going maintenance of the Village accounting system to ensure that it is consistent with accounting requirements
- Conduct financial analysis and prepare detailed financial reports and statements
- Ensure compliance with financial regulations, policies and procedures and adhere to the terms of Governmental Accounting Standards Board (GASB)
- Respond to auditors' comments concerning finances and operations and oversee required action to address deficiencies
- Monthly monitor department spending and recommend corrective actions as necessary; implements and administers purchasing practices to reduce expenditures and increase revenue
- Manage the payroll system to ensure all staff are paid on a timely and accurate basis
- Provide leadership by delegating tasks, responding to staff inquiries, and providing overall direction to Village employees on financial matters

- Responsible for monthly review of journal entries, including ensuring all entries are supported by appropriate documentation

QUALIFICATIONS

Knowledge:

- Knowledge of the laws and policies governing municipal finance and accounting principles
- Knowledge of accounting practices and administrative policies
- Knowledge of municipal bonds and contracts and available investment opportunities
- Knowledge of the principles, practices and processes of municipal budgeting
- Knowledge of administration in employee benefits
- Knowledge of supervisory principles and practices and ability to direct and coordinate staff activities
- Knowledge of modern office practices and accounting equipment
- Attention to detail skills and high level of accuracy
- Very effective organizational skills
- Time management skills
- Ability to formulate and install methods, procedures, forms and record systems
- Ability to prepare complex financial reports in a timely and accurate manner
- Ability to supervise maintenance of complex administrative records and prepare reports
- Ability to maintain satisfactory working relationships with employees, government officials, private organizations, and the public
- Ability to supervise professional and clerical staff, including assignment of work and review of same
- Ability to be effective in written and oral communication in contacts with local, state, and federal officials and the public

Experience:

- Outstanding professional with a minimum of ten (10) years of total experience, including a minimum of five (5) years in accounting
- C.P.A. designation is preferred
- Municipal financial experience and knowledge of government accounting and internal controls
- Bachelor's in Accounting or Finance
- Extensive knowledge of and experience with accounts receivable, accounts payable, purchase orders, and payroll systems and the demonstrated ability to oversee and supervise technical and clerical staff performing those duties
- Advanced-level proficiency in Microsoft Excel and PowerPoint, as well as proficient knowledge of other Microsoft applications

Other

- Flexibility to work nights, weekends, holidays, and extended hours when required

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Digital copies must be in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company Name and RFP Number.

The Proposal shall be written in sufficient detail to permit the Village Manager and Council to conduct a meaningful evaluation. The Proposal must include the following information:

LABEL EACH SECTION AS NUMBERED

1) Proposal Cover Page/Contact Information and Certification Forms

Use Cover Page and Contact Information form attached hereto under Section 5.0 and include this sheet as the very first sheet of your Proposal. Please complete and sign the form in its entirety. The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this RFP. And a Statement indicating the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the Village of El Portal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3) Letter of Introduction

Provide a brief introduction narrative letter highlighting the qualifications of the individual or firm, and briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Summarize your proposal and your firm's qualifications.

4) Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current Village / County / State Occupational License(s) where applicable

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office which will handle the Village's account and the number of professional staff personnel at the office.

5) Qualification/Experience of the Firm

A brief resume of finance services, or related experience. Information should include organization and title where experience was obtained in the State of Florida. Specifically address the firm/individual's experience per the qualification requirements in Section 2 and Staff Resources that identify names of principals and key personnel who will actually provide the financial services. Summarize the experience and financial expertise of these staff. Describe the role and responsibilities that each of these individuals will have. The local availability of staff that will be

providing these services will be an important consideration. Also include background information that contains length of time in business providing similar services, total number of clients, and total number of government clients. A chronological listing of the governmental engagements, specifically within the State of Florida, for which you or your firm and/or staff has served over the past three (3) years. Be sure to include specific dates and a brief description of the services provided. A description of the services specifically relating to local governments, which the proposer can provide, together with an explanation of how these services might best assist the Village. Include specific information on specialized resources available to you or your firm such as computer capability, access to financial resources, personnel with specialized knowledge and expertise in the government field.

6) Reference

References: Please provide a minimum of three references, preferably other governmental organizations of like size and scope to the Village of El Portal. Provide the name, title, address, and telephone number for each reference. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client. A list of references the Village may contact in order to assist in the evaluation of your past performance. Please limit these references to governmental entities to which you have provided services over the past three (3) years.

7. Conflict of Interest

State whether you or your firm or any individual within your firm represents any clients or interests that may create an actual or potential conflict in the performance of services for the Village of El Portal. Please include any additional information as an attachment.

Please include a statement to the effect that, at the time your firm is selected by the Village and any facts are known or come to light which create an actual or potential conflict that information will be fully disclosed in writing to the Village of El Portal. Also, please describe your firm's policies or procedures for avoiding ethical or conflicts of interest violations.

8. Statement of Work

Describe how your firm proposes to provide the services listed in the scope of services by addressing each included in your scope of services along with proposal for providing on-going support.

9. COMPENSATION

The proposal should clearly set forth the basis for fees to be charged for the work proposed and at a minimum should contain the following:

- a. Fee schedule that includes HOURLY, WEEKLY or MONTHLY rates for the proposed services. These fees (rates) should be uniformly applied regardless of competency level of staff performing services.
- b. Describe how your services are priced, and any specific pricing you are able to provide.

The Village shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal. In addition, the Village shall reserve the right to accept any part of the proposer's entire fee schedule and to negotiate any charges contained therein. Unless otherwise qualified by the proposer.

EVALUATION CRITERIA PROCESS

A selection committee will conduct an evaluation of proposals and will rate each submittal based upon the following criteria:

Criteria Points

Experience	1-10
Understanding of services to be provided	1-10
Personal experience	1-10
Project approach	0-5
Satisfaction of clients and end users	0-5
Presentation of proposal (clarity and creativity)	0-5
Proposal lowest cost	0-5
Maximum Total Points	50

Please ensure to include all applicable forms with your proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

With regards to “Acknowledgement of Addenda”, it is the sole responsibility of the Respondent to check the Village’s website for all applicable addenda issued at www.elportalvillage.com.

Completed responses shall include all the above information including all required forms included with this Solicitation or the Proposal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION

Section 5.0
Cover Page, Contact and Certification
Form

COVER PAGE & CONTACT INFORMATION

**Financial Services
RFP 2021-03**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification (FEIN)
Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this Solicitation.

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____