



Indian River Lagoon National Estuary Program

July 25th, 2018

Interested Firms

Re: RFP2018-06: Request for Proposals for Finance and Accounting Support Services for the IRL Council

Dear Contractor,

The Indian River Lagoon National Estuary Program (IRLNEP) was designated as an estuary of national significance by the U.S. Congress in 1990. It is part of a national network of the US. Environmental Protection Agency's authorized programs established under the Clean Water Act. The purpose of the National Estuary Programs (NEPs) is to assist coastal regions with the restoration of nationally significant estuarine resources. The EPA has authorized 28 NEPs around the nation, which includes four within the state of Florida — the Tampa Bay Estuary Program, Sarasota Bay Estuary Program, Charlotte Harbor National Estuary Program and the Indian River Lagoon National Estuary Program.

The IRL Council (Council) was established as an independent special district on February 24, 2015, via an inter-local agreement dated February 19, 2015. The Council was created under the authority of §163.01, Fla. Stat., and §189.012(3), Fla. Stat. Its operational area is within Brevard, Indian River, Martin, St. Lucie and Volusia counties. The Council is the local sponsor for the IRLNEP under the EPA's National Estuary Program.

The Council is seeking to retain the services of one or more firms or local public entities to provide the following support services: financial accounting, management and administration; and payroll processing. These services are considered the “Base Services Package.”

The Council intends to enter into a contract with a single Successful Respondent for the Base Services on or before October 1, 2018. This will be a one-year contract and cover the period of October 1, 2018 - September 30, 2019. The contract will include an option to renew the contract for five additional 12-month terms, subject to agreement of the parties. The Council is requesting proposals for the above referenced project from qualified firms that have experience in providing these services with (1) public entities, (2) Florida financial regulations, and (3) federal grants and reporting guidelines.

ONE LAGOON
ONE COMMUNITY · ONE VOICE

This notice is an invitation to provide a proposal based on the Statement of Work (SOW) attached as Exhibit 1. The proposal shall include all shipping, handling, insurance, and other related costs for the services described in the SOW. If you are interested in this project, email your proposal in PDF format before 2:00 pm on Friday, August 10, 2018. Proposals received after this time will not be considered and will be rejected. Reproductions of the cost schedule may be used to submit a cost proposal. All proposals must be submitted as an attachment to an email addressed to Frank Sakuma, Chief Operating Officer, at sakuma@irlcouncil.org. Please include, **"Finance and Accounting Support Services Proposal"** in the subject line. Receipt will be acknowledged by 3:00 p.m. The Successful Respondent will be required to hold costs firm for the initial term and subsequent renewal terms, if the Agreement is renewed. No cost escalation will be permitted.

Respondents' proposals must include the following information:

1. A letter of transmittal — this letter should not exceed one page in length and should briefly state the Respondent's understanding of the work and responsibilities.
2. Resumes of your firm and key staff outlining qualifications that detail at least three years of experience within the past five years providing support services for the service areas contained within the Base Services Package (financial accounting and administration, and payroll processing). Include any certifications/training that staff have received/taken in these service areas.
3. A completed "Qualifications: Respondent's Similar Projects" form, Exhibit 4, listing two projects of a similar nature for each of the areas listed in the Base Services Package where the Respondent (or a combination of the firm, individual, or project manager assigned to the work) successfully provided similar services to other public entities during the past 5 years.
4. Resume(s) of the certified public accountant(s) (CPA) who will be responsible to ensure that all financial services are provided according to state of Florida requirements for public entities, as well as requirements for public entities receiving federal appropriations. Provide a copy of the CPA license(s).
5. Details on policies or procedures to address conflicts of interest, if any.
6. A sample of the Respondent's monthly reports (statements, reconciliation, payroll, etc.) as described in the Statement of Work.
7. Proof of respondent's ability to do business in the state of Florida.
8. Proof of current insurance and acknowledgement of insurance identified in Exhibit 3 required upon contract execution.

Once proposals are received, staff will review and evaluate each proposal and may contact the various respondents for further clarification, if needed. Staff anticipates entering into a contract by October 1, 2018, pending final Council Board approval.

All inquiries related to this solicitation shall only be directed to Frank Sakuma, Chief Operating Officer. Between the release of this solicitation and the posting of the notice of intended decision, respondents to this solicitation or persons acting on their behalf may not contact any employee, director or officer of the Council concerning any aspect of this solicitation, except the Chief Operating Officer. Violation of this provision is grounds for rejecting a response.

If you have any further questions, Frank Sakuma, Chief Operating Officer, may be reached at (772) 453-0975. Thank you for your consideration of this request.

Sincerely,

Duane E. De Freese, Ph.D.
Executive Director

**EXHIBIT 1 — STATEMENT OF WORK
FINANCE AND ACCOUNTING SUPPORT SERVICES FOR THE INDIAN RIVER LAGOON NATIONAL ESTUARY
PROGRAM**

I. Background & Introduction

The U.S. Congress recognized the significance of preserving and enhancing coastal environments with the establishment of the National Estuary Program (NEP) in the 1987 amendments to the Clean Water Act. The purpose of the NEP is to promote the development and implementation of comprehensive conservation and management plans (CCMPs) for estuaries of national significance. There are 28 nationally recognized estuary programs. The Indian River Lagoon was designated as an estuary of national significance in 1990. Since then the Indian River Lagoon National Estuary program (IRLNEP) has proven to be an effective partnership for advancing regional efforts to achieve the fishable and swimmable goals of the Clean Water Act. IRLNEP implements its CCMP through research, restoration, outreach and advocacy with its partners.

The IRL Council (Council) was established as an independent special district on February 24, 2015, via an inter-local agreement dated February 19, 2015. The IRL Council was created under the authority of §163.01, Fla. Stat., and §189.012(3), Fla. Stat. Its operational area is within Brevard, Indian River, Martin, St. Lucie and Volusia counties. The IRL Council is the local sponsor for the IRLNEP under the EPA's National Estuary Program.

The Council is seeking a Finance and Accounting Support services provider for its operations. The Council intends to establish a new support contract on October 1, 2018. Those proposing on these services may be a federal, state, regional or local government or entity; a state college/university; special district; or a profit/non-profit enterprise. Service providers must be able to avoid conflicts of interest between any services provided to the Council and the regulatory requirements of federal, state and local agencies. Final award will be contingent upon approval of the Council Board of Directors. The Council reserves the right to reject any and all proposals and to withdraw this Request for Proposals before or after proposals are received.

Council encourages proposals from Minority Business Enterprises, Women's Business Enterprises, and Veteran Business Enterprises.

II. Contractor Responsibilities

Base Services Package

The Respondent must comply with all applicable federal and state requirements to fulfill the following core services.

1. Financial Accounting, Management & Administration

The administration of the Council requires compliance with the Interlocal Agreement creating the Council, as it may be amended from time to time. The Respondent must be well versed in the Interlocal Agreement and all Florida Statutes that pertain to special districts, especially Chapters 163, 170, 189, 197, 198, 298, and 418. The Respondent must also stay abreast of any legislative changes enacted or under consideration and advise the Council accordingly.

The Council receives federal funding from the U.S. Environmental Protection Agency (EPA) and must comply with all pertinent federal rules and regulations related to the acceptance and disbursement of those funds. The Council also receives grant funding from various local, state and federal sources. The Respondent will be required to be knowledgeable and comply with any pertinent rules and regulations stipulated under Council's current grant agreements. In addition to an in-depth knowledge of state requirements related to special districts, the Respondent will be well versed with Section 320 of the federal Clean Water Act, as amended, and any other

pertinent federal regulations relating to the programmatic or fiscal execution of a National Estuary Program. The Respondent will be responsible to comply, as well as assist the Council with its compliance, with all applicable federal and state requirements.

The Respondent will be responsible for receipt and deposit, invoice processing, and payment by check or electronic transfer. As a financial control, all checks issued by Contractor must require two signatures by authorized persons and include sufficient backup material to identify the recipient and purpose. Expenditures must be tracked with their associated funding sources. The Respondent will also be responsible for: 1) assisting the Council in preparing an annual budget; 2) maintaining the financial and other records necessary for the administration and operation of the Council, 3) retaining and archiving all records as required by law, and 4) assisting the Council in preparing for its annual independent audit to ensure compliance with special district requirements. The Respondent will be responsible for performing all accounting functions of the Council and will administer the assessment programs, both capital and operational. When requested by the Council, the Respondent will provide annual, quarterly, monthly and/or ad-hoc, financial reports to various public agencies, including, but not limited to: the U.S. Environmental Protection Agency, the Governor's Office, as well as, other public agencies or granting authorities from which the Council receives funds.

2. Payroll Processing

The Respondent will be responsible for processing all payroll of the Council. The Respondent will provide an electronic time sheet for payroll processing that can track time/charges to multiple tasks among multiple projects and funding sources. The Respondent will ensure all wage deductions and withholdings are made. The Respondent will calculate, file and pay all withholdings to government agencies as well as third-party benefit providers, such as the Florida Retirement System, health insurance companies, and other benefit programs. The Respondent will provide for direct deposit of paychecks to Council employees and prepare or file all quarterly and other reports and forms as required by law.

A. Cost Schedule

The Respondent will bill on a monthly basis for all services provided, including all costs for travel, per diem, office supplies, copying fees, or other related expenses. Each payment will be authorized by the Council Chief Operating Officer (Frank Sakuma) and/or Executive Director (Duane De Freese), subsequent to finding that the services and deliverables provided are acceptable.

The initial term will be for the fiscal year beginning October 1, 2018 and ending September 30, 2019. Subsequent renewal terms will be for 12 months, which coincides with each fiscal year term, and will be contingent upon Council Board of Directors approval.

Deliverable	Quantity	Monthly Fee	Total
A. Finance and Accounting Support; Payroll			
Initial Fiscal Year Term (10/1/2018 – 9/30/2019)	12 mo @	\$	\$
Renewal 1 (10/1/2019 – 9/30/2020)	12 mo @	\$	\$
Renewal 2 (10/1/2020 – 9/30/2021)	12 mo @	\$	\$
Renewal 3 (10/1/2021 – 9/30/2022)	12 mo @	\$	\$
Renewal 4 (10/1/2022 – 9/30/2023)	12 mo @	\$	\$
Renewal 5 (10/1/2023 – 9/30/2024)	12 mo @	\$	\$

Exhibit 2 — Evaluation of Responses

I. Response Scoring

A Council evaluation team will meet at 1:00 p.m. on August 15, 2018 at Council’s office to discuss and rank the proposals. Responses shall include information or documentation regarding, and will be evaluated using, the following evaluation criteria:

	CRITERIA	WEIGHT	SCORE	TOTAL
1	Letter of Transmittal – Understanding of work & responsibilities	5%		
2	Qualifications of the firm and key staff	30%		
3	Similar projects (i.e. accounting, budget, payroll)	20%		
4	State and Federal Requirements & Licensed CPA on Staff	5%		
5	Policies/Procedures to address conflicts of interest, if any	5%		
6	Sample of monthly reports	5%		
7	Cost Effectiveness The responsive and responsible Respondent who submits the lowest proposed overall cost to the Council based on the number of hours stated will receive a raw score of “5.” All other responsive and responsible proposed costs will be scored proportionately.	30%		
TOTAL				

Evaluation Score Scale: 1 — 5:

- 5 — Exceptional: The submission exceeds expectations, excellent probability of success in achieving all objectives – very innovative.
- 4 — Good: Very good probability of success. Achieves all objectives in reasonable fashion.
- 3 — Acceptable: Has reasonable probability of success. Some objectives may not be met.
- 2 — Poor: Falls short of expectations and has a low probability of success.
- 1 — Not acceptable: Submission fails to meet requirements and the approach has no probability of success.
- 0 — Non-Responsive: Information/documentation provided in not adequate for evaluation.

The final selection of a Contractor by the Council will be based on the Response which best meets the needs of the Council. The Council reserves the right to reject any or all response proposals.

II. Evaluation and Award Procedures

- a) An Evaluation Team will meet to evaluate and rank the Proposals in the location, time, and date, stated above.
- b) Proposals will be evaluated by an Evaluation Team based upon the criteria and weighting set forth in “Response Scoring” above. The team members will meet at the Council’s Office or another location, as appropriate, to discuss the Proposals and their individual evaluations. Each team member will complete an evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Team meeting. The Council Executive Director shall consider the Team’s findings of fact, evaluations

and rankings in presenting his recommendations and rankings to the Council Board of Directors, which shall take the final action.

- c) If two or more Proposals are equal in all respects, an Agreement will be awarded as follows: to the Respondent that is (1) certified as a Minority Business Enterprise, Women's Business Enterprise, and/or Veteran Business Enterprise; (2) certifies compliance with §287.087, Fla. Stat, via the Drug-Free Workplace Form; or (3) by Toss of the Coin.
- d) For procurement actions that require Council Board of Director approval, all Respondents will be notified in writing of the recommendation to the Council Board of Director regarding award of the Agreement. All Respondents will be notified in writing of Council's intended award of an Agreement upon final approval by the Council Board of Directors, thus identifying a "Successful Respondent."
- e) In the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date, the Council reserves the right to negotiate with the other respondents in ranked order (if available) and award an Agreement, if approved by the Council Board of Directors.
- f) All Respondents will be notified of the Council's intent to award or decision to award the Agreement. Failure to file a protest to this Request for Proposals or to the award of Services within the time prescribed in subsection §120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under §120, Florida Statutes. Any protest must be timely filed with the IRL Council.

III. Notices and Service Thereof

The Council will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on <http://www.irlcouncil.com/>.

Notices that are posted on <http://www.irlcouncil.com/> are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the Council may send copies of the notices of intended decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

IV. Protest Procedures

Right to Protest: Any actual proposer aggrieved in connection with the solicitation or award of a contract may file a written protest in accordance with the procedures outlined in the IRL Council Operating Procedures Manual.

EXHIBIT 3 — INSURANCE

A. Public entities responding to this request are subject to the following requirements:

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

B. Private entities responding to this request are subject to the following requirements:

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the IRL Council (Council) receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall name the Council as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the Council for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the Council no less than 30 days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the Council. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. Council receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers' compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to the Council.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) broad form property damage. Extensions shall be added or exclusions deleted to provide the necessary coverage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available.
- (c) **Automobile Liability.** Minimum requirements per Florida law.
- (d) **Professional Liability.** (Each claim) \$1,000,000 each claim/annual aggregate and \$1,000,000 excess coverage each claim/annual aggregate.

Exhibit 4 — QUALIFICATIONS: RESPONDENT'S SIMILAR PROJECTS

This form to be included in the Request for Proposal response.

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two similar projects, as described in the Request for Proposals Package, to other public entities during the past 5 years. (Add additional sheet for optional additional completed projects.)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____
