



REQUEST FOR PROPOSALS TO PROVIDE

FINANCIAL AUDITING SERVICES

FOR ENGLEWOOD WATER DISTRICT

RFP 2019-113



## LEGAL NOTICE

### REQUEST FOR PROPOSALS RFP 2019-113

### FINANCIAL AUDITING SERVICES

Englewood Water District will be receiving proposals from qualified Certified Public Accounting firms, authorized to do business in Florida, to provide financial auditing services, in accordance with the terms, conditions and specifications, per this Request for Proposals (RFP).

The RFP package will be available beginning **July 16, 2019 at 2:00 p.m. (EST)** on [www.demandstar.com](http://www.demandstar.com). It will also be posted in the Purchasing section of our website, [www.inglewoodwater.com](http://www.inglewoodwater.com).

#### **PROPOSAL DUE DATE: August 13, 2019 at 2:00 p.m. (EST)**

Sealed proposals must be clearly marked **RFP 2019-113, Financial Auditing Services**, with the name of the Proposer's firm on the outside, and mailed or hand delivered to Englewood Water District, 201 Selma Avenue, Englewood, FL 34223, no later than the proposal due date and time listed above. The proposals will be publicly opened and read aloud in the Board Room at the District, on the same day, shortly after. Proposals received after the deadline will not be opened or considered for award.

**SELECTION COMMITTEE MEETING DATE: September 5, 2019 (Thu) @ 8:30 a.m. (EST)**  
**PROPOSER PRESENTATIONS (IF NEEDED): TBD**

All public meetings will be held in the District's Board Room.

If you are not able to access the proposals documentation on the links above, please contact Bee Ling Wheaton, Contracts & Procurement Specialist at (941) 460-1014. **Any requests for additional information or clarification must be submitted by e-mail to [bwheaton@inglewoodwater.com](mailto:bwheaton@inglewoodwater.com), latest by 2:00 p.m. (EST) on August 1, 2019.** Verbal requests will not be considered.

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in the consideration of award of its projects, activities and services.

[www.demandstar.com](http://www.demandstar.com)

[www.inglewoodwater.com](http://www.inglewoodwater.com)

Englewood Sun Herald  
Sarasota Herald Tribune

## TABLE OF CONTENTS

<b>Legal Notice</b> .....	<b>2</b>
<b>SECTION</b>	
1. General Information .....	4
2. Project Overview .....	4
3. General Instructions .....	5
4. Special Terms & Conditions .....	15
5. Scope of Service.....	17
6. Evaluation Method and Criteria .....	19
7. Response Requirements & Checklist of Required Submittal Forms.....	21
8. Sample Agreement .....	33
Statement of Non-Submittal.....	37

## SECTION 1 GENERAL INFORMATION

The District was established as a special district of the State of Florida in 1959 and has been providing high quality drinking water to its customer for over 50 years. The District is both a corporate and political entity. The powers and duties of the District are governed by the District’s Enabling Act which was codified as a State law. It is governed by a board of five elected supervisors. An administrator and professional staff conduct the daily business of the District, consistent with Board policies and directives.

The District possesses broad responsibility for operating water, wastewater and reclaimed water systems in its service area boundaries.

Our service area encompasses 44.5 square miles in southern Sarasota County and western Charlotte County. There are four (4) freshwater and two (2) brackish water wellfields. Raw water is either treated at the Lime Softening plant that has a production capacity of 3.0 million gallons a day (MGD) or the Reverse Osmosis plant with a production capacity of 3.0 MGD. The water processed at each plant are then mixed and sent into the distribution system.

The District also operates a 3.0 MGD Water Reclamation Facility to fulfill the sanitary sewer needs of the area. As of January 2019, 87% of all water customers receive sewer service as well.

## SECTION 2 PROJECT OVERVIEW

- 2.1 The Englewood Water District (District) is receiving Proposals from qualified Proposers for Financial Auditing Services.
- 2.2 The District anticipates entering into a contract with the firm who submits the Proposal judged to be most advantageous to the District, based on evaluation criteria outlined in Section 6.
- 2.3 The term of the agreement will be for five (5) years, effective from the date of the award, with the option to renew for an additional two (2) year period, per prices set forth in the Cost Proposal Form (Attachment A) and Labor Rates (Attachment B).
- 2.4 The following is the anticipated schedule for the Solicitation:

ITEM	EVENT	DATE
1.	RFP Package Published	July 16, 2019 (Tue)
2.	Deadline for Receipt of Questions	Aug 1, 2019 (Thu) @ 2:00 p.m. EST
3.	Due Date for RFP Submittals & Opening of RFPs (Open to Public)	Aug 13, 2019 (Tue) @ 2:00 p.m. EST
4.	Selection Committee Evaluation Meeting/Shortlisting of Candidates (Open to Public)	Sept 5, 2019 (Thu) @ 8:30 a.m. EST
5.	Proposer Presentations (If Required)/Negotiations Meeting	TBD
6.	Sent to Board for approval	TBD
7.	Contract Awarded	Shortly after approval

## SECTION 3 GENERAL INSTRUCTIONS

**3.1 Intent:** It is the intent of the Englewood Water District to award the Solicitation to the Proposer who demonstrates the highest level of ability, proven reliability, experience and qualifications as Certified Public Accountants to perform Financial Auditing Services for the District, as required by Florida Statute 11.45 for fiscal years ending September 30, 2019; 2020; 2021; 2022 and 2023.

The District will accept sealed proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida. Prospective Proposers must be currently licensed to practice in the State of Florida.

### 3.2 Definitions:

- a) Proposer: A person or firm submitting a response to this Request for Proposal.
- b) Contractor: A successful Proposer that is awarded a contract to provide goods or services to the District.
- c) Contract or Agreement: The Request for Proposal, all addenda issued, all affidavits, the signed agreement, all related documents that comprise the totality of the contract or agreement between the District and the Proposer.
- d) Responsible Proposer: A Proposer that has the capability in all respects to perform in full, the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- e) Responsive Proposer: A Proposer whose Proposal conforms in all material aspects to the terms and conditions included in the Request for Proposals.

**3.3 Term of Contract:** The District anticipates entering into a contract with a five (5) year term, with one (1) Proposer who submits the proposal judged to be most advantageous to the District.

The contract may be renewed for one (1) additional two (2) year period, at the same terms, conditions and pricing as listed on the Cost Proposal Form, Attachment A and Labor Rates, Attachment B. A sample agreement for services is included for review, in Section 8.

This proposal does not constitute an agreement or a contract with the Proposer. The District's Board of Supervisors will need to approve the final draft of the contract with the successful Proposer. A proposal is not binding until there is a signed agreement by both Parties.

**3.4 Development Costs:** Any expenses incurred in conjunction with the preparation of the response to this Request for Proposal (RFP) will be the sole responsibility of the Proposer.

**3.5 Inquiries:** Verbal inquiries will not be accepted. Please submit written, e-mailed or faxed inquiries regarding this RFP to Bee Ling Wheaton, Purchasing & Contracts Specialist. Fax number is (941) 460-1025. E-mail address is [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com). Please submit any inquiries, **latest by 2:00 p.m. EST, August 1, 2019**. Last addendum will be issued on August 2, 2019.

Responses to inquiries, or any supplemental instructions will be issued in the form of written addenda. All written addenda will be posted on [www.demandstar.com](http://www.demandstar.com) and the District's website [www.englewoodwater.com](http://www.englewoodwater.com) in the Purchasing section.

**3.6 Pre-Proposal Meeting:** None is scheduled for this RFP.

### 3.7 Preparation of Proposals:

- i) The Proposal submittal forms specify requirements of the services to be performed or items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- ii) The Proposal must be signed by an authorized agent of the Proposer's firm. Failure to sign the Signature Page of the Proposal may render the Proposal non-responsive.
- iii) When there is a discrepancy between unit prices and any extended prices, the unit prices will prevail.
- iv) The Proposer must identify any exceptions it takes to the terms and conditions of this Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive. However, such determination will be at the discretion of the District. Proposers are hereby cautioned that they may be considered non-responsive if Proposals submitted contain modifications, changes, or revisions to the terms and conditions of this Solicitation.

**3.8 Addendum:** The District may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. The Proposer is solely responsible for ensuring receipt of all addenda and any accompanying documentation. The Proposer is required to acknowledge any and all addenda issued on the Proposal Submittal Signature Form, together with its Proposal.

**3.9 Change of Proposal:** Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page), with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

**3.10 Proposal Submission and Opening of Proposals:** Sealed proposals shall be delivered no later than **2:00 p.m. (EST), August 13, 2019**, to the following address:

**Englewood Water District**  
Bee Ling Wheaton, *Purchasing & Contracts Specialist*  
201 Selma Avenue, Englewood, FL 34223

All proposals should be clearly marked as **RFP 2019-113 Financial Auditing Services, with the name of the Proposer's firm**, on the outside.

Sealed proposals will be publicly opened, and read aloud, on the same day, shortly after the proposals' submission deadline at the Englewood Water District Board Room. Only names of Proposers will be read at this time.

Proposals received past the deadline will not be considered for award and may be returned at the request and expense of the Proposer, within seven (7) days after the opening of Proposals. Otherwise, they will be discarded, unopened. It is the Proposer's sole responsibility to ensure timely delivery by the due date, time and place listed in this RFP. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

Proposers may withdraw their proposals by written notification to the District at any time before the due date of the RFP. Proposals that are not withdrawn shall, upon opening, be considered as an irrevocable offer for a period

of one hundred and eighty (180) calendar days to provide the District with services described in the specifications of this RFP, until a proposal has been selected and accepted by the District.

The Florida Public Records Act, §119.071(1)(b), exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), or until 30 days after opening of the Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

**3.11 Proposal Evaluation Meeting:** The Proposer is welcome to attend the public evaluation meeting for Proposals. Proposals will be evaluated per Section 6, Evaluation Method and Criteria.

**3.12 Cancellation of Solicitation:** The District reserves the right to cancel, in whole, or in part, any Requests for Proposals, if it is in the best interests of the District.

**3.13 Award of Contract:**

i) The contract shall be awarded to a *responsive* and *responsible* Proposer meeting all requirements set forth in this RFP. The District reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation, according to its best interests.

ii) Any sole response received may or may not be rejected by the District, depending on available competition or the timely needs of the District. The District shall be the sole judge of the proposal and the resulting agreement, and its decision shall be final.

iii) The District reserves the right to reject any and all Proposals if it is determined that prices are too excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the District's best interest to do so.

iv) The District, in its sole discretion may expand the scope of work to include additional requirements. The District reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the services requested. The Proposers, upon request shall provide information the District deems necessary in order to make a determination.

v) The Proposer's prior performance on previous District contracts may be taken into account in evaluating the Proposal received in response to this solicitation.

vii) Award of this Proposal may be based on compliance with and submittal of all required documents set forth in this Solicitation.

viii) The District reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the District deems necessary.

**3.14 Contract Extension:** The District reserves the right to automatically extend any agreement, at the same terms and conditions as the last extension, for a maximum period not to exceed ninety (90) calendar days, to allow for continual service and supplies while a new RFP is being solicited, evaluated and eventually awarded.

**3.15 Warranty:** All warranties express and implied will be made available to the District for goods and services covered by this Solicitation, if applicable. All goods provided shall be new (except where allowed, with prior District approval) and be fully guaranteed by the successful Proposer against factory defects and/or workmanship. At no additional expense to the District, the successful Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

**3.16 Estimated Quantities:** Estimated quantities or dollars are for Proposer’s guidance only (if applicable):

- i) Estimates are based on the District’s anticipated needs and/or usage;
- ii) The District may use these estimates to determine the Successful Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District will not be obligated to place any order for the given amount subsequent to the award of the contract.

**3.17 Cancellation/Termination:** The District shall have the right to unilaterally cancel, terminate or suspend the contract, in whole or in part, for whatever reason, by providing the successful proposer with thirty (30) days written notice by e-mail, fax, or certified mail.

Funding for any successive fiscal years is contingent upon appropriation of funds by the District. In the event that funding is unavailable, or not appropriated, the District reserves the right to terminate this contract. The contract will terminate on the last day of the current fiscal year without penalty, or expense to the District.

**3.18 Payments:** Upon receipt and approval of the Contractor’s invoices, after verification that services have been rendered per terms of the Contract, the District shall pay the Contractor in accordance with the Local Government Prompt Payment Act (F.S.218.74). The Contractor must submit an invoice for payment to the District for those specific tasks that were completed during that invoicing period. Invoices must be in a form acceptable to the District for payment.

**3.19 Taxes:** The District is exempt from the payment of Federal and State taxes, including sales tax. The Contractor shall be responsible for any local, state, or federal tax, associated with the work arising from this RFP.

**3.20 Insurance Requirements:** The Contractor and subcontractors (if applicable) shall procure at their own cost, and maintain, at a minimum, insurances per the listed coverages during the contractual period.

*A) Commercial General Liability*

Commercial General Liability Insurance on an “occurrence basis,” with limits of liability not less than \$500,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors (if applicable to this solicitation), and (4) property in the care, control, or custody of the Auditor.

*B) Automobile Liability*

Will include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work done under this agreement.

*C) Professional Liability Insurance*

Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 policy term general aggregate. Occurrence form needed. In the event that the contract allows for professional liability insurance on a claims made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of the contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this contract has been completed.



D) *Workers Compensation*

All employees of the Contractor will have coverage at the statutory limits provided by state and federal laws. The policy will include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease. For Workers Compensation Exemption through the state of Florida, please refer to <https://myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm> for eligibility requirements.

**General Requirements**

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

Insurance premiums, and any and all deductibles to the required policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Contractor shall also be responsible for any loss or portion of any loss not covered by any insurance policy.

Before the commencement of any contract work, the Contractor shall submit to Purchasing, Certificates of Insurance with required coverage. These certificates shall provide that the insurances shall not be terminated or expire without notice, in accordance with policy provisions and the Contractor shall maintain such insurances from the commencement until completion of work under this RFP.

At its discretion, the District may review, at any time, coverage, form and amount of insurance required.

**Waiver of Subrogation**

The Contractor shall require the carriers of required insurances to waive all rights of subrogation against the District, its officers, employees and agents. The Contractor agrees to obtain any endorsement that may be necessary to have the waiver of subrogation in place. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Additionally, the Contractor, its officers, agents, employees and any subcontractors agree to waive all rights of subrogation against the District and its insurance carriers for any losses paid, sustained or incurred but not covered by insurance that may arise from contractual work performed.

**3.21 Indemnity:** The Contractor will be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, any member of its board of supervisors, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of, or related to the performance or breach of this agreement by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless, the District, and any member of its board of supervisors, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), arising from, or relating to, violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of the Contractor's products by the District or any member of its board of supervisors, agents, employees, and assigns, or to the operation or use of

the Contractor's products by the District, or any member of its board of supervisors, agents, employees, and assigns in a manner not contemplated by the contract.

Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of the District, per Florida Statute 768.28.

**3.22 Conflicts of Interest:** The Florida Code of Ethics regulates the ability of the District to contract with its public officers, employees and their immediate relatives. Proposers shall disclose any such potential conflicts on the Conflict of Interest Form. Proposers are responsible for reviewing Florida Statute 112.313 to determine if any such conflict exists. If a Proposer is in doubt, they shall seek a conflict of interest opinion from the District or their designated representative, prior to submitting their proposal.

**3.23 Non-Discrimination:** The District does not discriminate against race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. According to Florida Statute 287.134(2)(a), "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a Contractor, a supplier, subcontractor, or Contractor under any contract with any public entity; and may not transact business with any public entity."

**3.24 Contact Prohibition:** Proposers are instructed not to contact any member of the District's Board of Supervisors, officers, staff members, or agents, other than the authorized District contact person identified in this Solicitation, regarding this solicitation package, or their submittal package, the District's Intent to Award or Reject (if applicable), at any time before the formal award of this RFP. Any such contact shall be cause for rejection of your submittal.

**3.25 State Registration Requirements:** Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. Please submit a copy of the firm's registration with the proposal submission.

**3.26 Licenses, Permits and Fees:** The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if required), and comply with all laws, ordinances required. Damages, penalties and/or fines imposed on the District, as a result of the Proposer's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Proposer.

**3.27 Subcontracting:** Unless otherwise specified in this RFP, the successful Proposer shall not subcontract any portion of the work, without the prior written consent of the District. Subcontracting without the prior consent of the District shall constitute a material breach of the agreement and may result in termination of the contract for default.

**3.28 Shipping Terms (If applicable):** Unless otherwise specified in the RFP, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**3.29 Responsibilities as Employer:** The employees or if applicable, subcontractors of the Contractor are not employees or agents of the District. The Contractor shall provide competent employees/subcontractors capable of performing the work required. The District may require the Contractor to remove any employee/subcontractors it deems unacceptable.

**3.30 Governing Law and Venue:** This contract and all its transactions shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Sarasota County. Each party hereby waives whatever its respective rights may have been in the selection of the venue.

**3.31 Drug Free Workplace:** The District is a Drug Free Workplace. The attached Drug Free Workplace form should be completed and signed, then returned as part of the RFP submittal.

**3.32 Public Entity Crimes:** In accordance with Florida Statutes Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subconsultant or Contractor 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." Please complete and submit the Public Entity Crime Information form provided in this solicitation.

**3.33 Collusion:** By submitting this proposal, the Proposer certifies that he/she has not divulged to, discussed or compared his/her proposal submission with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Please complete and submit the Non-Collusive Affidavit.

**3.34 Regulations:** Any violation of local, state or federal law in the performance of this contract shall be considered a material breach.

**3.35 Assignment:** The Contractor shall not assign any interest in any Contract resulting from this RFP and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the Contractor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

**3.36 Amendment:** Any amendment, change or addendum to this Contract is only enforceable, when mutually agreed upon, in writing by both parties and made part of the Contract.

**3.37 Changes in the Work:** The District may, without invalidating the Contract, order additional work, or make changes by altering, adding to, or deducting from the work, the agreed upon sum being adjusted accordingly. Such work will be executed under the conditions of the original Contract, including labor rates. The change and amount in compensation must be agreed upon in writing. In giving instructions, the District will have the authority to make minor changes to the work, not involving additional cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made without an amendment.

**3.38 Completion of Work and Delivery:** All work shall be performed, and all deliveries will be made in accordance with good commercial practice. The work and completion dates shall be adhered to by the successful Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the successful Proposer. Under these circumstances, the successful Proposer will notify the District of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the District.

**3.39 Failure to Complete Work:** If the Contractor fails to deliver or complete the work within the time stated in the contract, then the District reserves the right to cancel the contract and secure services of another Proposer to purchase items or complete the work. Should this authority be exercised, the District will be responsible for reimbursing the Contractor for work that was completed and items delivered and accepted by the District in accordance with contract specifications. The District may, at its option, demand payment from the Contractor, for any additional costs over and beyond the original contract price that were incurred by the District as a result of having to secure the services of another Contractor.

**3.40 Correcting Defects:** The successful Proposer will be responsible for promptly correcting any deficiencies, at no cost to the District, within seven (7) calendar days after the District notifies the successful Proposer of such deficiency in writing. If the successful Proposer fails to correct the defect, the successful Proposer may be in default of the contract. The District may also procure the products or services from another source and charge the successful proposer for any additional costs that are incurred by the District for this work or items.

**3.41 Omissions in Specifications:** The scope of services or description of items contained in this RFP describes the various functions and classes of work required, as necessary for the completion of this project. Any omissions of inherent technical function or classes of work within the specification and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**3.42 Conflicts within the Solicitation:** Where there appears to be a conflict between General Instructions, Special Terms and Conditions, Scope of Service, Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Service, the Special Terms and Conditions and then the General Instructions.

**3.43 Force Majeure:** The District and the successful Proposer are excused from performance of their responsive obligations under the contract, when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- i) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely report with respect thereto during the period of the force majeure;
- ii) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure;
- iii) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and
- iv) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term. Economic hardship of the successful Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to the duration which either party's performance is suspended under this section.

**3.44 Public Inspection:** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119. A time-limited exemption from public inspection is provided for the contents of any replies pursuant to Florida Statutes, Section 119.071(1)(b). Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies.

**3.45 Retention of Public Records:** The Contractor shall keep and maintain public records and fully comply with Florida Statutes 119.0701. The timeframes and classification for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (Refer to <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

If requested, the Contractor must provide the District, at no additional cost, a copy of the requested records, or allow the records to be inspected or copied within a reasonable time.

**3.46 Proprietary/Confidential Information:** Proposers are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this solicitation that the Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret, or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the District may, in its discretion, either communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or endeavor to redact and return that information to the Proposer, and if appropriate evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**3.47 General Exemptions from Public Meetings:** Per Florida Statute 286.0113, competitive solicitation which includes the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement are exempted from public meetings.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statutes 286.011 and s.24(b), Art. 1 of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.011 and s.24(b), Art. 1 of the State Constitution.

A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at the exempt meeting are exempt from Florida Statutes, s 119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision or until 30 days after opening of the bids, proposals, or final replies, whichever occurs earlier.

If the District rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, s.119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals or replies.

**3.48 Vendor Protest:** The Proposer must submit a notice of protest in writing to the Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFP number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning

points. Only a Proposer whose Proposal was submitted in time and fully complies with all terms and conditions of the RFP may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

**3.49 Non-Exclusivity:** There is no guarantee of certain services, volume of work or quantity of projects. The District reserves the right to utilize professional services from other companies, or perform “in house” services for any purpose it deems appropriate. The District may procure the services of any Contractors at any time, for any project, other than those selected.

**3.50 Fraud and Misrepresentation:** Any individual, corporation, or other entity that attempts to meet contractual obligations with the District through fraud, misrepresentation, or material misstatement, may be debarred for up to three (3) years. The District may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

**3.51 Disqualification:** The District reserves the right to disqualify responses before or after submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor. The District also reserves the right to waive any immaterial defect or informality in any of the responses, to reject any or all Proposals in whole, or in part, or to reissue a Request for Proposal.

**3.52 Additional Fees and Surcharges (If applicable):** Unless specifically provided for in the contract/agreement, the District will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

**3.53 Severability:** If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be in applicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**3.54 Unauthorized Alien Workers:** The District will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the District.

**3.55 Minimum Wage Requirements:** The successful Proposer will comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

**3.56 Purchase of Other Items/Services (If Applicable):** The District may purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the District may request a price quote from the successful Proposer on the contract. The District, at its discretion will determine if

the prices offered are reasonable, and may choose to purchase the goods or services from the successful Proposer, or from other Vendors.

**3.57 Other Governmental Agencies:** The successful Proposer may allow other governmental agencies to utilize this contract and purchase goods and/or services, under the same terms and conditions of the contract.

## **SECTION 4 SPECIAL TERMS & CONDITIONS**

### **4.1 Eligibility and Minimum Requirements:**

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate that it or its principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent external financial auditor to a special district, municipality, county or local government.

Proposers must meet the following minimum qualifications. Failure to meet these minimum requirements may result in rejection of the Proposal.

- i) Proposers must certify that they are qualified and licensed to provide auditing services and practice in the State of Florida;
- ii) Proposers must have at least five (5) years' experience in providing financial auditing services to a special district, municipality, county or local government;
- iii) Proposers must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants;
- iv) Assigned professional personnel of the Proposer must have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States;
- v) Proposers are independent of the Englewood Water District, as generally defined, by the accepted auditing standards and Government Auditing Standards; and
- vi) The Proposer shall submit a copy of its most recent external quality control review report.

### **4.2 Auditing Standards:**

The audit must be performed in accordance with generally accepted auditing standards set forth for financial audits by the U.S. Government Accountability Office's (GAO), the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Nonprofits, Rules of the Auditor General of the State of Florida, Rules of the Florida Department of Financial Services; and Section 218.39, Florida Statutes and any other applicable Florida Statutes.

### **4.3 Budget:**

The estimated budget for the service is \$55,000 per year. The amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the work. The District retains the right to adjust the estimated budget in awarding the Agreement and also reserves the right to reject all Proposals if subsequent negotiations with qualified Proposers result in costs over this estimated budget amount.

**4.4 Location of Working Office:**

Location of the working office that will provide staff for the service should not be located more than 100 miles from the District. Assigned staff for services performed shall be stationed at the working office. Distance shall be from the District's office located at 201 Selma Ave, Englewood, FL 34223 to the Proposer's working office shall be calculated using [www.mapquest.com/directions](http://www.mapquest.com/directions).

**4.5 Substitution of Personnel:**

It is the intention of the District that the successful Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event that the successful Proposer wishes to substitute personnel, the successful Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the District's approval.

**4.6 Cost:**

Cost will be total all-inclusive maximum price, which contains all direct (labor, travel, incidentals, etc.) and indirect costs including all out of pocket expenses. All out of pocket expense reimbursements will be charged against the total all-inclusive maximum price submitted. The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount (per *Attachment A - Cost Proposal Form* and *Attachment B - Labor Rates*) for the entire contract term, including the optional extension. The proposal shall also include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the District.

**4.7 Payment:**

Progress payment will be made on the basis of hours of work completed during the course of the engagement incurred in accordance with the cost proposal. Billing shall cover a period of not less than a calendar month.



## SECTION 5 SCOPE OF SERVICE

### 5.1 Purpose and Intent:

The Englewood Water District , Englewood, Florida (the “District”) is requesting proposals from qualified firms of Independent Certified Public Accountants to audit its financial statements for the fiscal years ending September 30, 2019 through 2023, with the option of the two subsequent fiscal years, subject to the mutual consent of the District and the proposer. These audits are to be performed in accordance with generally accepted auditing standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards, the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Nonprofits, and the Rules of the Audit General of the State of Florida, as amended from time to time.

### 5.2 Financial Information:

All transactions related to the District’s activities are recorded in a single enterprise fund. Enterprise funds are used to account for operations financed and operated in a manner similar to private business enterprises where the intent is that of providing goods and services (including depreciation), on a continuing basis, and to be financed or recovered primarily through user charges.

Total assets of the District were \$115,592,000 as of September 30, 2018 and total operating revenues were \$15,471,000 for the year ended September 30, 2018.

### 5.3 Services to be Provided:

- i) Provide an independent audit and express an opinion as to whether the financial statements of the District are fairly presented, in all material respects, and in accordance with accounting principles generally accepted in the United States of America.
- ii) Perform certain limited procedures involving required supplementary information required by the Government Accounting Standards Board in accordance with auditing standards generally accepted in the United States of America. These include but are not limited to:
  - a. Management’s discussion and analysis.
  - b. GASB-required supplementary pension and OPEB schedules.
- iii) Evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:
  - a. Schedule of Operating Expense by Department
  - b. Examine compliance with Section 218.415, Florida Statutes, regarding the investment of public funds for the fiscal year.
- iv) Prepare financial statements and related notes.
- v) Prepare adjusting journal entries.

- vi) Provide the following reports:
  - a) An Independent Accountant's Report on the basic financial statements of the District.
  - b) An Independent Accountant's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
  - c) A Management Letter as required by Section 11.45, Florida Statutes.
  - d) Any other reports as required by the Audit General or Florida Statutes.

**5.4 Timeline:**

**For First Year of Contract**

- i) Interim work may begin immediately upon execution of the auditor's contract.
- ii) The auditor shall work with the Finance staff to develop a detailed audit plan by November 15, 2019 which shall include a final list of all schedules to be prepared by District staff.
- iii) Field work will be scheduled sometime between November 15 and January 30, 2020.
- iv) The auditor shall have the draft audit report and recommendations to management for review by February 28, 2020.
- v) Final audit reports shall be delivered by March 15, 2020. The auditor shall present the audit report at the Board meeting of April 2, 2020.

*For subsequent years, dates will be subject to change (moved up earlier), as agreed upon by both Parties.*

## SECTION 6 EVALUATION METHOD AND CRITERIA

### 6.1 Review of Proposals for Responsiveness:

Each Proposal will be reviewed for responsiveness to submission requirements, per the RFP. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, submits the Proposal by the required timeline, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being considered non-responsive. Each Proposal that has been deemed to be responsive shall be scored according to the criteria in the next section.

### 6.2 Evaluation Criteria:

- i) The Selection Committee will be comprised of elected Board Members.
- ii) Each Selection Committee member will score their evaluations independently first, per the evaluation criteria in the section below.
- iii) The Selection Committee will provide scores for all Proposals received, which meet the submittal requirements. Strengths and weaknesses for each Proposal may also be noted by each Selection Committee member.

The following criteria will be utilized in scoring the Proposals received:

<b><i>TECHNICAL COMPONENT</i></b>	<b><i>EVALUATION POINTS</i></b>
a) Proposer’s relevant experience, past performance, qualification of key personnel who will be assigned to this project, including programs and action taken to insure adequate continuing professional education.	40 Points
b) Proposer’s approach to providing the services requested in this Solicitation. This includes adequacy of proposed staffing plan for various segments of the project, including supervision and involvement of experienced personnel, adequacy of audit work plan and sampling technique, adequacy of analytical and substantive procedures and adequacy of study and evaluation of internal accounting and administrative controls.	40 Points
<b><i>PRICE COMPONENT</i></b>	
c) Proposer’s proposed fees and prices.	<u>20 Points</u>
<b>Maximum Total</b>	<b>100 Points</b>

iv) Prior to the public meeting to evaluate Proposals, Selection Committee members, may, through Purchasing seek further clarification from Proposers regarding their Proposals, if needed.

v) Members of the Selection Committee, including Advisory staff, will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project.

vi) The Selection Committee members have the right to adjust their scoring based on the discussion during the public meeting.

vii) Proposals will be ranked according to the average sum of the total scores from each Selection Committee member. If a consensus is reached, the Selection Committee will recommend the highest-ranking firm for award. Negotiations, if needed may begin with the selected firm.

viii) The District also reserves the right to short-list Proposers. The Selection Committee may interview selected Proposers and require a formal presentation or Q & A session by phone, prior to the recommendation of award. The interview is based upon the written proposal received. The Selection Committee will determine if presentations are required during the Selection Committee Evaluation Meeting.

ix) If proposers are short-listed, a Notice of Intent to Short-List, containing the date and time of presentations/Q & A session, will be published on DemandStar and the District's website. Purchasing will schedule the presentations or Q & A sessions, with Proposers who were short listed. Equal time will be allotted to each Proposer for presentations.

xi) ***PRESENTATION/Q & A SESSION SCORE (IF REQUIRED)***

Proposer Presentations will include elaboration and/or clarification of proposals, as well as questions, as requested by the Selection Committee and Advisory staff.

Selection Committee members will rank short-listed Proposers based on their presentations/discussions. Ranking values will be added up for each Proposer. The Proposer with the lowest score will be the highest-ranking Proposer.

The presentations are open to the public. Portions of the meeting may be closed, should negotiations occur. All portions of the meeting will be recorded and will only be available to public inspection after the award of the contract.

xii) Any costs incurred for the presentation will be the responsibility of the Proposer.

xiii) The District reserves the right to negotiate terms and conditions, including price with the highest ranked Proposer. If a mutually, beneficial agreement with the highest selected Proposer cannot be reached, the District reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until an agreement is reached.

xiv) Following any successful negotiations, the District may present the contract with the selected Proposer at the next available Board Meeting to the Board of Supervisors for approval.

xv) The District's Board of Supervisors reserves the right to award or reject any or all Proposal(s).

## SECTION 7

### RESPONSE REQUIREMENTS & CHECKLIST OF REQUIRED SUBMITTAL FORMS

**7.1 Submittal Requirements:** The Proposer should submit one (1) original and five (5) copies, including an electronic copy on flash drive/CD, of the entire Proposal Submission Package. All documents and information must be fully completed and signed where required.

The Proposal shall contain sufficient detail to allow the District to conduct a meaningful evaluation of proposed services. Overly elaborate responses are not requested or desired.

**7.2 Rules for Proposals:** The purpose of this section is to identify the requirements for Proposers to submit a complete and correct Proposal Package.

i) The Proposal must name all persons or entities interested in the Proposal, as principals of the project team. The Proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP;

ii) Proposers must submit any questions, in written form, regarding the Proposal, to Purchasing only. No contact can be made between a Proposer and any member of the selection committee, or staff of the District, regarding the proposal submitted by any Proposer. Proposers that do not adhere to this requirement is subject to disqualification.

iii) The Proposal forms must be used in the Proposal submission. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."

iv) Only the Proposer's authorized agent will sign the Proposal Forms. All corrections made shall be initialed in ink by the authorized agent. Failure to comply may result in the rejection of the Proposal.

**7.3 Proposal Format/Requirements:** At a minimum, Proposals must include the following information and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

- i) **TITLE PAGE:** Title Page shall show the request for proposal's title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and e-mail address) and the date of the proposal.
- ii) **TABLE OF CONTENTS:** This should provide a clear identification of the material by section and page number.
- iii) **TAB 1 – Transmittal Letter:** Include a Letter of Interest indicating the project for which the Proposer is applying, and the Proposer's commitment to the project. The response shall contain a cover letter signed by a person authorized to commit the firm to perform work included in the proposal, and should identify all material enclosures being forwarded in response to the Solicitation.
- iv) **TAB 2 – Firm Expertise & Experience:**
  - a) The Proposer will state the size of the firm; the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed (no more than 100 miles from the District's office), the number and nature of the professional staff to be assigned to this engagement.

- b) If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
  - c) Submit a copy of the report of its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.
  - d) Provide information on the circumstances and status of any disciplinary action taken or pending against the firm, during the past three (3) years with state regulatory bodies or professional organizations, if applicable.
  - e) Provide a summary of any litigation filed against the Auditor in the past three (3) years that is related to the services that the Auditor provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amounts involved.
- v) **TAB 3 – Partner, Supervisory & Staff Qualifications & Experience:** Partner and supervisory staff members on the project must have at least five (5) years’ experience, and have completed two (2) local governmental entities’ (as defined in Florida Statute Section 11.45 (1) (e)) annual financial audits in the past three (3) years.
- a) Identify the principal supervisory and management staff, including engagement partners, manager, other supervisors, and specialists who would be assigned to this engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Florida. Provide the following information for each assigned staff - relevant experience, qualifications, training, continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
  - b) List all similar engagements within the last three (3) years for the firm’s office that will be assigned responsibility of the audit (maximum of five) on the References Form (page 32).
  - c) Indicate how the quality of staff over a five (5) year term of the contract will be assured.
- vi) **TAB 4 – Specific Audit Approach:** The Auditor should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required. In developing the work plan, reference should be made to such sources of information as the District’s budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Auditors will be required to provide the following information on their audit approach:
- a) Proposed segmentation of the engagement.
  - b) Level of staff and number of hours to be assigned to each proposed segment of the engagement.
  - c) Sample sizes and the extent to which statistical sampling is to be used in the engagement.
  - d) Type and extent of analytical procedures to be used in the engagement.
  - e) Approach to be taken to gain and document and understanding of the District’s internal control structure.
  - f) Approach to be taken in determining laws and regulations that will be subject to audit test work.
  - g) Approach to be taken in drawing audit samples for purposes of tests of compliance.
  - h) Firm’s philosophy on staff rotation.
  - i) Identify and describe any anticipated potential audit issues or considerations, the firm’s approach to resolving these issues, and any special assistance that will be requested from the District.
  - j) Report Format: The proposal shall include sample products for all reports required for compliance with federal, state and Auditor General rules and requirements for the most recent fiscal year audited.

- k) The proposal shall identify each specific incident of noncompliance with the Request for Proposals' specifications.
  
- vii) **TAB 5 - Cost:** Attachment A – Cost Proposal Form and Attachment B – Labor Rates for duration of contract, including optional extension.
  
- viii) **TAB 6 – Required Statements:**
  - a) Independence: The Auditor shall provide an affirmative statement that it is independent of the District as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The firm has no conflict of interest with regard to any other work performed by the firm for the District.
  - b) Licensing: An affirmative statement shall be included that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.
  
- ix) **TAB 7 – Additional Information:** Any other pertinent information that the Proposer chooses to provide.
  
- x) **TAB 8 – Required Submittal Forms:** A checklist is included to assist the Proposer in the preparation of their response, to ensure that their submission is compliant with the requirements of the Solicitation. The checklist is to be completed and submitted with the required forms under this tab.

## CHECKLIST OF SUBMITTAL FORMS

<u>Included</u>	<u>Type of Form Submitted</u>
<input type="checkbox"/>	Proposal Submittal Signature Form
<input type="checkbox"/>	Statement of Organization
<input type="checkbox"/>	State of Florida Registration Requirements ( <a href="http://www.sunbiz.org/search.html">http://www.sunbiz.org/search.html</a> ). Proposer shall be registered with the State of Florida to perform professional services required for this RFP. A copy of the Registration and state required license, must be included with the submission.
<input type="checkbox"/>	Conflict of Interest Form
<input type="checkbox"/>	Drug Free Workplace Form
<input type="checkbox"/>	Public Entity Crime Information
<input type="checkbox"/>	Non-Collusive Affidavit
<input type="checkbox"/>	Truth in Negotiation Certificate
<input type="checkbox"/>	References Form (submit under Tab 3 of Proposal)
<input type="checkbox"/>	Provide a copy of insurance certificate(s) meeting or exceeding the limits listed in the Insurance Requirements section in Section 3 General Instructions.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_



## PROPOSAL SUBMITTAL SIGNATURE FORM

By signing this form, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the District. The Proposer also agrees to all terms and conditions of this Solicitation and the resulting contract.

Please acknowledge any addenda which has been issued in connection to this RFP. All addenda are considered binding as it contained in the original solicitation documentation. The proposal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

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

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

Main Office Address \_\_\_\_\_  
\_\_\_\_\_

*If office servicing the District is different from above:*

Office Address \_\_\_\_\_  
\_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## STATEMENT OF ORGANIZATION

Name of Business: \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

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

Mailing Address (If applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title of person authorized to sign: \_\_\_\_\_

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

Are you registered with the State of Florida Department of State?  Yes or  No.

If yes, what is your document number? \_\_\_\_\_

Does your company currently have an active registration status? \_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

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

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

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

\_\_\_\_\_ who:

is personally known to me or  has produced his/her driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

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

Commission No: \_\_\_\_\_

## CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

### PART I.

- I am an employee, public officer or advisory board member of the District  
\_\_\_\_\_ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_
- An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_
- Respondent employs or contracts with an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_
- None of The Above

### PART II.

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Proposers whose conflicts are not waived or exempt.

COMPANY: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSONNEL: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

## DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

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(Company Name) does:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

---

**Authorized Personnel's Signature**

---

**Date**

### PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO (\$35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

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

Name and Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

State of Florida

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who  is personally known to me or  has produced his driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public – State of Florida

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

Commission No: \_\_\_\_\_

## NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority, personally appeared:

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

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ (Company Name), the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

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

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

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

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

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

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

is personally known to me or  has produced his/her driver's license as identification.

### NOTARY SEAL:

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Commission No.

## TRUTH IN NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid, or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any consideration contingent upon or resulting from the award or subsequent contract.

The undersigned further certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

The document must be signed by a Corporate Officer.

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

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

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

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

## REFERENCES FORM

Include this form under Tab 3 of the Proposal. Maximum of five (5) in the last three (3) years.

**Similar Completed Engagement:**

Public Entity: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Address of Entity: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

Scope of Services Provided: \_\_\_\_\_

Location of Firm's Office that provided the service: \_\_\_\_\_

**Similar Completed Engagement:**

Public Entity: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Address of Entity: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

Scope of Services Provided: \_\_\_\_\_

Location of Firm's Office that provided the service: \_\_\_\_\_

**Similar Completed Engagement:**

Public Entity: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Address of Entity: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

Scope of Services Provided: \_\_\_\_\_

Location of Firm's Office that provided the service: \_\_\_\_\_

Use more than one (1) page, if necessary.



## SECTION 8 SAMPLE AGREEMENT

This is a sample agreement for this Request for Proposals. It is subject to revisions. Please do not complete.

### AGREEMENT

THIS AGREEMENT is made and entered into by and between the Englewood Water District (also known as "District"), located at 201 Selma Avenue, Englewood, FL 34223, and \_\_\_\_\_, a corporation (also known as "Contractor"), whose address is \_\_\_\_\_.

WHEREAS, the District desires to retain the services of the Contractor to provide the goods and service in accordance to the District's Request for Proposals No. \_\_\_\_\_, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor, and the District agree as follows:

#### ARTICLE 1. INCORPORATION OF REQUESTS FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions and specifications set forth in the District's Request for Proposals No. \_\_\_\_\_, and the Contractor's response thereto, including all documentation submitted, as required by the Request for Proposals.

#### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the District's Request for Proposals, which are incorporated herein by reference.

#### ARTICLE 3. COMPENSATION

The District shall pay to the Contractor, in compliance with the Cost Proposal Form, attached hereto as Attachment A and Labor Rates, as necessary, in Attachment B, and incorporated herein, according to the terms and specifications of the referenced Request for Proposals.

#### ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format: All notices or other written communication pertaining to this Agreement shall be made in writing and shall be e-mailed, faxed, mailed by registered or certified mail (postage prepaid) or hand delivered to the following addresses:

- i. For the District: Englewood Water District  
201 Selma Avenue  
Englewood, FL 34223  
Attn: Raymond Burroughs, Administrator  
E-mail: [rburroughs@ewdf.com](mailto:rburroughs@ewdf.com)

ii. For the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_

b. Effective Date: The effective date of this Agreement shall be as of the date it has been executed by both Parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for five (5) years, as of the effective date of this Agreement, and shall expire on \_\_\_\_\_, with an option to renew for one (1) additional two (2) year period.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter written.

Executed by the District this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ENGLEWOOD WATER DISTRICT

By: \_\_\_\_\_  
Raymond Burroughs, Administrator

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

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

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

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

## ATTACHMENT A COST PROPOSAL FORM

<b>ITEM</b>	<b>AUDIT PERIOD ENDING</b>	<b>INCLUSIVE MAXIMUM PRICE (\$)</b>
1	September 30, 2019	
2	September 30, 2020	
3	September 30, 2021	
4	September 30, 2022	
5	September 30, 2023	
<b>TOTAL A (\$)</b>		
<b>OPTIONAL EXTENSION</b>		
6	September 30, 2024	
7	September 30, 2025	
<b>TOTAL B (\$)</b>		
<b>TOTAL A + B (\$)</b>		
Amount written in words for Total A + B		

For definition of Inclusive Maximum Price, see Section 4.6

## ATTACHMENT B LABOR RATES

DESCRIPTION	RATE PER HOUR (\$)
Partners	
Managers	
Supervisory Staff	
Staff	
Others (specify)	

**STATEMENT OF NON-SUBMITTAL**  
**RFP 2019-113 Financial Auditing Services**

Your reasons for not responding to this RFP are valuable for providing feedback to the procurement process. Please complete and return this form no later than the due date of the RFP. Thank you for your cooperation.

Please check reason(s), as applicable:

- Specifications are unclear (please specify below)
- Insufficient time to respond to this Solicitation
- We do not offer this service
- Schedule does not permit us to perform
- Unable to meet specifications in this RFP
- Unable to meet bond/insurance requirements
- Other (please explain below)

**Comments**

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Company Name

Address

E-mail Address

Phone

Signature

Date

Print Name and Title