

**PUBLIC NOTICE AND REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
PROFESSIONAL AUDIT SERVICES**

TO ALL INTERESTED PARTIES:

The Board of Supervisors of San Carlos Estates Water Control District (the “District”) hereby requests responses/proposals from qualified individuals or companies for the provision of professional audit services to the District. The District is a drainage and water control district governed by Chapter 298, Florida Statutes.

The scope of the professional audit services sought by the District involves an independent certified public accounting firm providing annual external independent financial auditing services to the District for a period of up to five (5) years, with possible extensions, beginning with an audit of the financial statements of the District for its fiscal year ending September 30, 2022, to satisfy the District’s annual financial audit requirements. The District desires the auditor to express an opinion on the fair presentation of the District’s basic financial statements in conformity with generally accepted accounting principles and as required by Florida law.

Interested responders may obtain a packet of information specifying details regarding the response and selection process at the San Carlos Estates Water District’s approved District Attorney with offices located at _____ in the State of Florida. When requesting a packet of information, the request should refer to the “Request for Qualifications for Professional Audit Services.” A complete packet of information is also located on the District’s website at <https://scewcd.specialdistrict.org>

All responses must be sealed and received by the District at the office of the District’s Attorney on or before the SCEWD designated date of submission that can be found on the website of the District <https://scewcd.specialdistrict.org>. Any response received after this time will not be accepted. Responses delayed for any reason shall not be considered. Late responses will be returned to the respondent unopened. Facsimile responses and electronically mailed responses will not be accepted.

The District intends to use the District’s Audit Selection Committee to evaluate the responses and rank the qualified responders in compliance with the auditor selection procedure requirements described by Florida law, especially §218.391, Florida Statutes.

It is prohibited for a responder or its representative to contact the District’s personnel or Audit Selection Committee members or Board of Supervisors members. Any contact referenced

above will result in the rejection and disqualification of the subject responder by the District. The term “contact” is defined as any action taken by a responder or any representative of a responder, or third parties, related to this Request for Qualifications/Proposals, after the initial publication of the Notice of the District’s Request for Qualifications/Proposals, and through the time that a final selection decision is made by the District’s Board of Supervisors. The exception is that interested responders can submit written questions regarding the Request for Qualifications/Proposals to Richard W. Pringle, Esquire, or his designee, as provided in the Request for Qualifications/Proposals documents.

The District reserves the right to reject any or all responses in its sole discretion. The District also reserves the right to waive irregularities and technicalities and to re-advertise for additional responses. All costs and expenses related to preparation and submission of a response are the responsibility of the responder. Questions related to the submission of a response should be in writing and directed to the District’s Attorney no later than the designated date of submission as noted on the SCEWD website <https://scewd.specialdistrict.org/>

The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

SAN CARLOS ESTATES WATER CONTROL DISTRICT
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR PROFESSIONAL AUDIT SERVICES

I. Scope of Project Work

This Request for Qualifications/Proposals (RFQ/RFP) is seeking responses from certified public accounting firms licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accounting. The District requires the selected responder to act as an independent contractor to the District. The selected responder shall be required to provide annual independent financial auditing services for the District to satisfy the requirements of applicable laws, rules, regulations and guidelines, including, but not limited to: the District's annual financial audit reporting requirements as described in §218.39, Florida Statutes, the Rules of the Florida Department of Financial Services, the Rules of the Florida Auditor General and all other applicable laws, rules, regulations, and guidelines that relate to and govern the preparation of an annual financial audit for the District. In particular, the District desires the auditor to express an opinion on the fair presentation of the District's basic financial statements in conformity with generally accepted accounting principles.

It is anticipated that the District will enter into an initial three-year agreement with the selected responder which will contain the possibility for two one year extensions, for a total of five years of audit services. Additional agreement extensions may be entered into upon the mutual written agreement of the parties and if allowed by Florida law.

II. General Information

- 1) Each responder's response shall be sealed and submitted to the District at the office of District's Attorney whose principle place of business is noted on the SCEWD's website <https://scewcd.specialdistrict.org> and no later than the designated deadline date issued by the District Board of Supervisors which is _____ EDT., at 2:00 P.M. The delivery of the sealed response envelope required from each responder prior to the time and date of the deadline for submitting responses is solely and strictly the responsibility of the responder. Five (5) signed copies of the proposal shall be submitted in one sealed package, clearly marked on the outside "Response for Independent Auditing Services." Responses must be typed or printed in ink. All costs incurred by any responder in the preparation of a response to this RFQ/RFP shall be borne exclusively by the responder and the District shall in no instance be liable for any costs incurred by any responder.
- 2) Responses received after the deadline of _____ EDT at 2:00 P.M., will not be accepted under any circumstances. Late responses will be returned to the appropriate responder unopened as rejected.
- 3) Responses submitted to the District via facsimile or via electronic mail will not be

accepted by the District and will be returned to the responder as rejected.

- 4) The District reserves the right to retain all responses submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ/RFP, unless clearly and specifically noted in the response submitted and confirmed in the contract between the District and the firm selected.
- 5) All submitted responses, which must include the attachments to this document (affirmations and non-public entity crime affidavit), must be properly signed and, where applicable, a corporate and/or a notary seal must be attached. All names of all individuals executing documents must be typed or printed below the signature. Failure to comply may result in disqualification of the responder.
- 6) Each responder is solely responsible for reading and completely understanding the requirements and specifications of the RFQ/RFP documents.
- 7) Responses may be withdrawn in writing as long as the written withdrawal is actually received by Richard W. Pringle, Esquire, or his designee, at Richard W. Pringle, Esquire's address stated above prior to the deadline fixed for the receipt of responses.
- 8) Responders cannot withdraw or modify their responses after the deadline of 2:00 P.M., EDT
- 9) Responders cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.
- 10) Firms submitting responses may not subcontract any portions of the contracted auditor services to any third parties whatsoever.
- 11) Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this RFQ/RFP. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future, will be accepted as an excuse for any failure or omission on the part of the selected responder to fulfill, in every detail, all of the requirements of the RFQ/RFP and of the professional services contract requirements of the District, including the requirement for each responder to enter into a professional services contract which states an annual guaranteed maximum not to exceed price (fees and costs) for the audit services to be rendered to the District.
- 12) Once responses are submitted to the District for the District's consideration, the responses cannot be modified so as to become more expensive for the District for the subject scope of work.

- 13) All responders submitting a response in this competitive selection process are responsible for all errors in their response.
- 14) All responders are hereby notified that any deviations from the requirements stated in the RFQ/RFP documents may result in the rejection of their response by the District, in the District's sole discretion.
- 15) All responses must contain a description of all fees and all other costs as an annual guaranteed maximum not to exceed price (fees and costs) for each of the initial three (3) annual audit years of the contract term and of the estimated fees and costs for the two (2) possible one year extensions and any other obligations of the District to the responder that will occur as a result of the District entering into an agreement with the responder for the scope of work, as well as the separate costs for any proposed additional professional services that are not included in the guaranteed maximum not to exceed price.
- 16) Any responder is invited to make inquiry regarding any issues or questions related to this RFQ/RFP. All questions shall be in writing and directed to the office of District's Attorney 5:00 p.m. 5 days prior to closing of the RFQ bidding period as designated by the District Board of Supervisors
- 17) Any and all addenda to the RFQ/RFP shall be issued by the District in writing and, to the greatest extent possible, the District will provide a copy of the written addenda to firms and individuals who have indicated an interest in responding to the RFQ/RFP; however, it is the responsibility of each interested firm or individual to inquire of the District as to whether any addenda have been issued and the District shall incur no liability for failing to provide a copy of an addenda to any firm or individual. Only the written RFQ/RFP and written addenda thereto should be relied upon by responders.
- 18) Audits for the District were completed in previous years by _____ P.A.
- 19) The District does not have an internal audit department.
- 20) All requirements and conditions set forth in this RFQ/RFP shall be incorporated into the contract between the District and the selected firm unless otherwise specified in the contract.

III. Description of San Carlos Water Control District and Records to be Audited

- 1) San Carlos Estates Water Control District is on the west coast of Florida, in Lee

County, Florida. The District is a drainage and water control district governed by Chapter 298, Florida Statutes. The primary purposes of the District are compliance with the District's permit requirements related to water control and maintenance of District improvements in the District's right of ways.

- 2) District funds are currently held at Northern Trust Bank, Bank of America, SunTrust, and Florida Prime (State Fund). Capital assets consist primarily of water conveyances and roadway improvements located in the District's right of ways.
- 3) Long-term liabilities consist of bond obligations for the construction of District right of way improvements.
- 4) Budgets are adopted for the District's funds. The District's 2020/2021 total budget is approximately \$552,684.00. The District's main source of revenue consists of non-ad valorem assessment revenue.
- 5) The District is currently utilizing QuickBooks software.

IV. Services Required from the Selected Responder

The selected responder, upon entering into an independent contract with the District, shall provide the following services:

- 1) An audit and an opinion on the basic financial statements of the District.
- 2) The audit is to be done in accordance with the generally accepted auditing standards as well as the standards of Florida law.
- 3) Following completion of the audit for each fiscal year's financial statements, the auditor shall issue:
 - a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
 - b. A report on compliance and on internal control over financial reporting based upon an audit of the financial statements.
 - c. A management letter as required by Florida law.
- 4) The auditor will prepare one camera ready copy, one electronic copy (required in pdf) and five (5) bound copies of the Annual Financial Report for the District.
- 5) The auditor will provide assistance in providing guidance and implementing changes in governmental accounting standards.

- 6) The auditor shall be required to make an immediate, written report of all irregularities and/or illegal acts to the Chair of the Board of Supervisors and to the District's General Counsel.
- 7) All other services as described in the written contract between the District and the selected responder and in this RFQ/RFP, including but not limited to, the Scope of Work.

V. Additional Professional Services

The District may request additional professional services during the term of the contract that are not included in the Scope of Work and guaranteed maximum price of the contract entered into between the District and the selected responder. The contract between the District and the selected responder shall state that the responder shall, upon receipt of a written request from the Board of Supervisors, perform the requested additional services. Such services will be billed according to the rates agreed upon in the contract between the District and the selected responder. Unless waived by the District, the total cost amount for additional services shall be separately negotiated at the time of the engagement for the additional services at a not-to-exceed price (fees and costs) calculated in accordance with the rates agreed upon in the contract between the District and the selected responder.

VI. Qualifications of the Auditor

At a minimum, the response must include the following information:

- 1) A statement of the experience of the firm with water control districts, other special districts, and other government agencies in Florida within the last five (5) years.
- 2) Information describing personnel with training and experience appropriate to the nature of the project. The response shall include:
 - a) The names and positions of each professional to be assigned to this audit, including familiarity with projects of a similar nature.
 - b) The estimated amount of involvement expressed as a percentage of time, of each of the staff members.
 - c) Willingness and ability to complete the project within the time and budget constraints, considering the firm's current and projected workload.
 - d) Resumes of those assigned to this audit reflecting academic training and employment in the applicable fields.
 - e) Evidence of possession of required licenses or business permits.
 - f) Evidence of any previous experience in projects of a similar nature (provide contact names and phone numbers along with project names and appropriate agency contacts).

- 3) A list of at least three (3) references of clients that are the most similar to the District, including contact names, addresses, email addresses, and phone numbers.
- 4) A list of all lawsuits in which the firm has been named as a defendant in the past five (5) calendar years.
- 5) Verification that the responder has been established and legally authorized in Florida and has performed continuous CPA services for a minimum of five (5) years (copies of licensing of the firm or principal of the firm is sufficient).
- 6) Verification that the responder is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants (copies of current membership certificates is sufficient).
- 7) A statement of the responder's approach to peer review. The responder must provide a report and a copy of the two most recent peer reviews. The responder must indicate whether the peer reviews included a review of local government client activities.
- 8) The responder must indicate any disciplinary actions that have been instituted or proposed during the last three (3) calendar years against the responder or any of the responder's employees assigned to the audit.
- 9) The responder should describe the results of any State or Federal reviews that have occurred during the past three (3) calendar years of the responder's governmental client audit work.
- 10) Each responder must demonstrate up-to-date administrative, spreadsheet (Excel) and database (QuickBooks) expertise as well as training and staff expertise with each type of software. Technological expertise may be tested or require verification satisfactory to the District.

VII. Information to be Included in the Response

Each responder must include all of the following:

- 1) A title page showing the name of the firm, address, telephone number, the name of the contact person, and the date.
- 2) A table of contents providing a clear identification of the material by section and by page number.
- 3) A statement setting forth the responder's understanding of the work to be done and a

verification that the responder shall perform the work described in this RFQ/RFP within the specified time period.

- 4) A statement as to whether the firm is local, regional, or national.
- 5) The location of the office from which the work is to be done and the number of personnel in that office who will be working on the audit.
- 6) An identification of the partners, managers, supervisors, and other employees who will work on the audit, including staff from other than the local office, if necessary, for this audit. Resumes for each employee to be assigned to the audit should be submitted and include the following information:
 - a) Formal education
 - b) Supplemental education relative to governmental accounting and auditing
 - c) Experience in public accounting in general
 - d) Experience in private business or governmental accounting
 - e) Experience in auditing governmental units
 - f) Membership in various national and state governmental accounting boards, committees, or associations (past and present)
 - g) Professional recognition, such as Certified Public Accountant licenses, awards, etc.
- 7) A description of the responder's experience in preparing governmental financial statements.
- 8) A list of all Florida government agencies, including counties, municipalities, and special districts, for which the responder is currently providing, or within the last five (5) years has provided, audit services. If any government agency is listed where the responder performs services under a joint venture, a description of the total number of hours of audit services provided by the joint venture and the total number of hours specifically performed by the responder must be stated.
- 9) The response must set forth a work plan, including an explanation of the audit methodology to be followed in order to perform the services required by this RFQ/RFP.
- 10) Responders 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 size and the extent to which statistical sampling is to be used in the

- d) engagement;
 - e) Type and extent of analytical procedures to be used in the engagement;
 - f) Approach to be taken to gain and document an understanding of the internal control structure;
 - g) Approach to be taken in determining laws and regulations that will be subject to audit work; and
 - h) Approach to be taken in drawing audit samples for purposes of tests of compliance.
- 11) Firm promotional material may be included as supplemental information.
- 12) The response must include a statement of the guaranteed maximum not to exceed price that includes all fees and costs for the provision of the subject audit services during the first three (3) years of the Contract term and estimates for each subsequent year up to a total of five (5) years. In addition, the following cost information must be provided:
- a) rates by partner, specialist, supervisory and staff level multiplied by the hours of work anticipated for each;
 - b) out-of-pocket expenses in the guaranteed maximum not to exceed price and reimbursement rates;
 - c) rates for additional professional services; and
 - d) manner of payment.
- 13) A statement of the specific professional services that are excluded from the guaranteed maximum not to exceed price that the District may desire and the price for same on a per item basis.
- 14) Each response should contain a statement regarding the amount of the firm's general liability insurance and errors and omissions (professional) insurance.
- 15) Disclose: (i) any circumstance where conduct of your firm or that of its Principals are being investigated by any legal or administrative agency; (ii) any adverse decision or settlement with any legal or administrative body; and (iii) any substantive failure in the proper performance of any award or delivery, on time, of contract services of a similar nature as described above.
- 16) Disclose firm policies and procedures to prevent ethical violations and discuss specific staff responsibilities and management's commitment to preventing ethical violations.

- 17) Responders must answer the following question: “Has the responder ever been asked to resign, or has the responder voluntarily resigned or withdrawn from a project, contract or agreement within the past five years? If so, where and why?”

VII. Annual Financial Report Requirements

The following expectations apply to the selected responder’s completion of the annual financial report requirements.

1) Calendar of Events

| | |
|----------------|---|
| September 30 | Fiscal year end for the District |
| January | Completion of final trial balance for audit and draft financial statements completed by the District staff |
| February/March | Preliminary management comments and recommendations delivered to Management by Auditor |
| February/March | First draft of Annual Financial Report delivered to Finance Director |
| March/April | Second draft of Annual Financial Report delivered to Finance Director |
| April/May | Final draft of Annual Financial Report delivered to Finance Director |
| April/May | Annual Financial Report presented to the Board of Supervisors at the Board’s regular April or May Board meeting |

2) Contents of the Annual Financial Report shall include:

- a) Title Page
- b) Introductory Section
- c) Financial Section
 - a) Independent Auditors’ Report
 - b) Management’s Discussion and Analysis
 - c) Basic Financial Statements
 - 1) Government-Wide Financial Statements
 - 2) Fund Financial Statements
 - 3) Notes to Basic Financial Statements
 - d) Required Supplementary Information
- d) Required Reports
 - a) Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Basic Financial Statements Performed in Accordance with Government Auditing Standards

- b) Management Letter
- 3) Support by the District
- a) The District's staff will perform the year-end closing of the books.
 - b) The District's staff will prepare the financial statements.
 - c) The District's staff will prepare the annual Local Government financial reports as required by the Florida Department of Banking and Finance.
 - d) The District's staff will prepare work schedules, notes and related materials as requested by the selected responder.
 - e) The District's Staff will provide paid invoices, canceled checks and other supporting documentation as requested by the selected responder.

VIII. Selection Process

- 1) The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any responder.
- 2) By submitting a response, each responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Every responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the District's exercise of its sole discretion and the District's disclosure of or refusal to disclose any pertinent information related to the reasons for the District's rejection of said response. The District's sole responsibility shall be to comply with applicable Florida law related to the selection of an auditor for the District, especially § 218.391, Florida Statutes.
- 3) All responses shall be reviewed by the District's Board of Supervisors (the "Board") at a meeting open to the public. Interested parties are advised to contact Richard W. Pringle, Esquire or his designee, at (239) 332-4717 for the date, time and agenda of said meeting. It is anticipated that the Board may consider the responses of qualified responders at a public meeting of the Board of Supervisors on September 21, 2021, at 6:00 P.M. The location of the Board meeting is anticipated to be: Townplace Suites By Marriott, 23161 Via Coconut Point, Estero, Fl 33928.
- 4) The Board of Supervisors will appoint an auditor selection committee ("Committee"). The Committee will evaluate each response and select and rank no fewer than three (3) responders, if there are at least three (3) qualified responders, deemed to be the most highly qualified to perform the required services. Factors that will be considered in evaluating responses include, but are not limited to:
 - a) completeness and accuracy of the response;

- b) compliance with the Request for Qualifications/Proposals requirements;
 - c) abilities of each responder's personnel;
 - e) past performance and relevant experience;
 - f) willingness to meet time and budget requirements of the District;
 - g) description of the professional services to be provided to the District;
 - h) fees and costs of the professional services (this factor shall not be the sole or predominant factor used to evaluate responses);
 - i) alternative contract arrangements, if any;
 - j) location of designated business office; and,
 - k) current and projected workloads.
- 5) The Board will receive and consider the selections and rankings of the committee at a public meeting of the Board of Supervisors. The Board can approve the selection and ranking of no fewer than the three (3) most qualified responders or the Board can take such other action as it deems to be in the best interest of the District, in its sole discretion. It is anticipated that the Board may consider the selection of a qualified responder during a public meeting held during the month of September during a current fiscal year with a specific location for the public meeting designated by the District Board of Supervisors in the town of Bonita Springs, FL at a time of 6:00 PM on the chosen public meeting date.
- 6) The Board reserves the right to waive any and all deficiencies in any response, in its sole discretion. Further, the Board reserves the right to accept the response that, in its judgment, will be in the best interest of the District or to reject any or all responses, in its sole discretion, and to take such other and further action as the Board deems appropriate and in the best interest of the District, in its sole discretion. The District reserves the right to re-advertise for additional responses to the RFQ/RFP, in its sole discretion.
- 7) Once the Board has held a meeting to consider the selection of a responder and/or to rank the most qualified responders, the individual(s) designated by the Board as the District's negotiating team will attempt to negotiate a satisfactory written contract between the selected or highest ranked responder and the District. If an agreement on satisfactory contract terms cannot be reached within a reasonable period of time, in the District's sole discretion, between the District and the selected or highest ranked responder, the negotiations with said responder shall be formally terminated through the declaration of an impasse and no further action shall be taken to negotiate a contract

with said responder. If the Board has ranked several responders and if an impasse is declared with the highest ranked responder, the contract negotiation process described above will occur with the second ranked responder, and thereafter, the same contract negotiation process will be used with each of the next ranked responders until a contract is successfully negotiated with a selected responder who has been determined to be qualified by the Board. The District reserves the right to negotiate all contract terms and provisions.

- 8) The negotiating team designated by the Board will negotiate the scope and quality of professional services being offered and will attempt to reach a proposed final written contract. The written contract shall, at a minimum, include the following:
 - a) A statement that the responder will perform the professional services as an independent contractor.
 - b) A statement that all of the requirements of the Request for Qualifications/Proposals and the response submitted by the selected responder are incorporated into and made a part of the final written contract, as if fully set forth therein.
 - c) A statement of the guaranteed maximum not to exceed price (fees and costs) for the audit services on an annual basis for the initial three-year agreement term and the estimate for the two annual extensions referenced elsewhere herein.
 - d) A specific description of the services to be provided.
 - e) A requirement that invoices for fees and costs be submitted in the form and detail required by the District, in the District's sole discretion, to demonstrate compliance with the terms of the agreement.
 - f) A contract provision which specifies the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- 9) Upon successful negotiation of a proposed written contract with one of the selected responders, the District's negotiating team shall present the proposed written contract to the Board for consideration and possible approval. The Board may accept or reject the proposed written contract, in the Board's sole discretion, and thereafter authorize the execution of the accepted proposed written contract or the continuation of negotiations or the termination of negotiations accordingly.
- 10) The District anticipates entering into a written contract with a qualified responder who is selected by the Board using the selection process described above. In the event the District is not successful in negotiating a contract with any of the responders selected by the Board, the Board may reopen and/or terminate continued formal negotiations with any one of the selected responders, in the Board's sole discretion; however, the negotiating team shall not negotiate with more than one responder at a time. Further, if

the negotiating team designated by the Board is unable to negotiate a satisfactory contract with one of the selected responders, the Board may request the Committee to select and rank additional qualified responders, after which the Board will consider the Committee's recommendations and possibly select and/or rank additional qualified responders and continue negotiations in accordance with the process outlined herein until an agreement is reached with a qualified responder, or, in the alternative, the Board may terminate all negotiations and re- advertise for additional responses, in the Board's sole discretion.

IX. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a period of three (3) years after completion of any herein identified services unless the firm is notified in writing by the District of the need to extend the retention period. The District's management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.

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

X. Public Entity Crimes

The District requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted with the response for the responder. A form for this purpose is attached hereto as Exhibit A.

XI. Withdrawal of Responses

- 1) Responses may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. Once opened, responses may not be withdrawn or modified except to the extent agreed to by the District, in the District's sole discretion, during subsequent contract negotiations.
- 2) Once a response is timely received, it becomes the property of the District and may not be returned to the responder, even when it is withdrawn from consideration. The District reserves the right to use any ideas in a response regardless of whether that response is selected.

XII. Public Inspection of Responses

Responses may be made available for public inspection at the time the District posts notice of its decision or intended decision concerning the award or within ten (10) days after response opening, whichever is earlier, pursuant to § 119.07, Florida Statutes.

XIII. Anti-Discrimination

The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

XIV. Prohibition of Contact

It is prohibited for a responder or its representative to contact the District's personnel or Board of Supervisors members. Any contact referenced above will result in the rejection and disqualification of the subject responder by the District. The term "contact" is defined as any action taken by a responder or any representative of a responder, or third parties, related to this RFQ/RFP, after the initial publication of the Notice of the District's RFQ/RFP, and through the time that a final selection decision is made by the District's Board of Supervisors. The exception is that interested responders can submit written questions regarding the RFQ/RFP to Richard W. Pringle, Esquire, or his designee, as provided in the RFQ/RFP documents.

XV. Affirmations

Each responder shall be required to include signed and notarized written affirmations with their response. A form of the affirmations that must be signed, notarized and filed with each response is attached hereto as Exhibit B.

The undersigned Responder has read and understands the provisions contained in the RFQ and agrees to be bound by same.

RESPONDER

(Name of Corporation or Entity) _____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Date: _____

THIS PAGE MUST BE RETURNED WITH RESPONSE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by physical presence or online notarization by _____ (name), as _____ (title) of _____ (responder), a _____ entity, on behalf of _____ (responder), this ____ day of _____, 2021.

Personally Known or Produced Identification
Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL

THIS PAGE MUST BE RETURNED WITH RESPONSE

**EXHIBIT A
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to the San Carlos Estates Water Control District, by:

(Printed individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one of the following statements applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the District identified in Paragraph One above is for the District only, and that this form is valid through December 31 of the calendar year in which it is filed.

Affiant Signature
Print name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by physical presence or online notarization by _____, as _____ (title) of _____ (Responder), a _____ entity, on behalf of _____ (Responder) this ____ day of _____, 20__.

Personally Known or Produced Identification
Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL

EXHIBIT B
AFFIRMATIONS

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by San Carlos Estates Water Control District (“District”) for this response, and further, no District official or employee is directly interested in the outcome of this matter. This response is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the Responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other Responder, or to secure any advantage against the District or any person, firm, or corporation.
- 2) The below signed Responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Responder further agrees to hold harmless, defend and indemnify the District and its agents from any losses, including attorney’s fees, incurred as a result of the Responder’s failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Responder represents that the Responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Qualifications/Request for Proposals (RFQ/RFP) Documents and all of the requirements related thereto.
- 5) The Responder shall comply with and agrees to abide by all requirements, stipulations, terms, and conditions as stated in the RFQ/RFP documents.
- 6) The Responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFQ/RFP.
- 7) The Affiant named below is officially authorized to represent the Responder in whose name the response is submitted.
- 8) The Responder hereby warrants that the Responder has all required licenses, if any, to perform the audit services required by the RFQ/RFP and that such licenses will be in full force and effect throughout the duration of the performance of audit services for the District.
- 9) The Responder hereby warrants that all services to be provided under this RFQ/RFP shall be completed in a timely fashion pursuant to an Agreement with the District and that time is of the essence.
- 10) The Responder agrees that if requested by the District, the Responder shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the Responder’s response and the Responder’s ability to perform the audit services as described in the RFQ/RFP.

[Signature on next page]

Dated: _____

Signature

Printed Name and Title

Name of Responder

Address

Address

Telephone Number

Facsimile Number

Electronic Mail Address

EIN

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by physical presence or online notarization by _____, as _____ (title) of _____ (Responder), a _____ entity, on behalf of _____ (Responder) this ____ day of _____, 20__.

Personally Known or Produced Identification
Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL