

REQUEST FOR PROPOSAL

Bonita Springs Fire Control and Rescue District

**AUDITING SERVICES FOR
BONITA SPRINGS FIRE CONTROL AND RESCUE
DISTRICT**

Lisa Gendron

Administrative – Finance Director

LEGAL NOTICE

Notice is hereby given that the Bonita Springs Fire Control and Rescue District is accepting Sealed Proposals to provide Auditing Services. Proposals will be received until **3:00 p.m., on September 3, 2019** by the Administrative-Finance Director at 27701 Bonita Grande Dr., Bonita Springs, FL 34135

“Auditing Services for Bonita Springs Fire Control and Rescue District”

Services to be provided shall include, but not be limited to the following:

In accordance with F.S. 218.391, and Bonita Springs Fire Control and Rescue District in accordance with the terms, conditions, and specifications stated herein.

Five (5) original and one (1) electronic copy on a flash drive of the proposal should be delivered to the Administrative-Finance Director, Bonita Springs Fire Control and Rescue District, 27701 Bonita Grande Dr., Bonita Springs, Florida 34135 in a sealed envelope plainly marked on the outside: **“Auditing Services”**

Bonita Springs Fire Control and Rescue District does not discriminate based on age, race, color, sex, religion, national origin, disability, or marital status.

This Public Notice has been posted on the Bonita Springs Fire Control and Rescue District Finance website: www.bonitafire.org and also posted in the Lobby of the District, Station 24, 27701 Bonita Grande Dr., Bonita Springs, FL 34135.

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1) Introduction/Overview

A) Purpose/Objective

As requested by the Board of Fire Commissioners of the Bonita Springs Fire Control and Rescue District, the Bonita Springs Fire Control and Rescue District Finance Department (herein after, “District”) has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Auditing Services in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date the contract is approved by the Bonita Springs Fire Control and Rescue District Board of Fire Commissioners (herein after, the “Board”) and signed by all required parties.

The anticipated contract term will be for auditing the periods of fiscal years 2019, 2020, and 2021. Additionally, by mutual agreement and funding availability, the contract may be renewed for the fiscal years of 2022 and 2023.

As is more fully explained in Section “5L” of this RFP, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in this RFP. The District will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

Reporting Entity

The Bonita Springs Fire Control and Rescue District (the “District”) is an independent special taxing district located in Southern Lee County, Florida. The District was originally established by Laws of Florida, Chapter 65-1828, and was then amended several times including Laws of Florida Chapter 97-340, as amended. The District’s governing legislation was recreated, reenacted, and codified by Laws of Florida, Chapter 98-464 on May 28, 1998. The District is governed by a five-member elected Board of Commissioners. Commissioners serve on a staggered four-year term basis.

The District serves an area of 72 square miles and a population of approximately 45,000 full time residents for fire control and protection services, fire safety inspections, code enforcement, fire hydrant maintenance, firefighter training, and fire rescue services as well as advanced life support services. The District operates and maintains seven stations with the related equipment. The District employs approximately 122 full-time professional firefighters, administrative staff, and Board members.

The District’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the District. The Finance Department is responsible for the custody and accounting of funds.

The District uses the following software:

Sage100 for Accounting

Sage FAS and Silent Partners for Fixed Assets and Inventory

Caseware International for auditing reporting

Fund Structure

The District uses the following fund types in its financial reporting (as of September 30, 2018):

- General fund
- Special revenue funds (Impact Fees)
- Fiduciary funds
 - Firefighters' Pension Plan
 - General Employees' Pension Plan
 - Retiree Insurance Trust fund

Budgetary Basis

The District prepares its budgets on a basis consistent with generally accepted accounting principles. The District adopted budget for fiscal year 2018-2019 total budgeted expenditures were approximately \$27,583,000 and total 2018-2019 budget, including reserves, was approximately \$38,128,000. The District's main source of revenue consists of ad-valorem tax revenues. Personnel services represent the largest expenditure.

Federal and State Financial Assistance

The District did apply for reimbursement from FEMA for Hurricane Irma and Hurricane Michael. A Federal and/or State Single Audit may be required for Fiscal Years Ended 2019, 2020 and 2021.

Pension Plans and Other Post-Employment Benefits

The District sponsors two defined benefit pension plans. Each plan issues financial reports that include financial statements and require supplementary information for the plans. Both pension plans are administered separately under the direction of their respective Boards of Trustees.

The District sponsors a Retiree Insurance Trust Fund. This plan issues financial reports that include financial statements and require supplementary information for the plan. This plan is administered separately under the direction of a Board of Trustees.

Foster and Foster Actuarial Consultants provides actuarial services for both pension plans, and Other Post-Employment Benefits.

More detailed information on the government and its finances can be found in Bonita Springs Fire Control and Rescue District's Comprehensive Annual Financial Report for fiscal year 2018 and in The District's Annual Budget for fiscal year 2019. Copies of these documents may be viewed on www.bonitafire.org.

C) Inquiries

Questions related to this **RFP** should be directed to Lisa Gendron, Administrative- Finance Director, and such questions should be submitted in writing to LisaG@bonitafire.org. Please include the page and paragraph number for each question in order to ensure that inquiries are responded to correctly.

Proposers must clearly understand that the only official answer or position of the District will be the one stated in writing from Lisag@bonitafire.org. All questions asked, along with the answers rendered, will be electronically distributed to firms registered for this solicitation and additionally posted on the District website (www.bonitafire.org).

D) Method of Source Selection

The District is using the Competitive Sealed Proposals methodology of source selection for this procurement. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the Board of Fire Commissioners, which shall be comprised of a minimum of three (3) members. The committee will make a recommendation to the Board of Fire Commissioners who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The District may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The District reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	07/15/2019
Last Date for Receipt of Written Questions	08/05/2019
Proposal Close Date	09/03/2019
Evaluation of Proposals to Shortlist firms	09/16/2019
Presentations from shortlisted firms (if needed)	09/19/2019
Evaluation Committee meeting for recommendation	10/07/2019
Notification of recommendation	10/07/2019
Board of Fire Commissioners Approval Date	10/14/2019

2) General Description of Specifications or Scope of Work

The Contractor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein. Additionally, Proposers may also propose alternate solutions to achieve the requirements of the Scope of Work.

Constraints on the contractor include:

- To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards, and per the provisions of section 11.45, F.S.
- All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by The District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, without charge, to any federal or state agency upon request.
- 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.
- The firm should provide an affirmative statement that it is independent of The District, including each District Fire Commissioner or Officer, as defined by the U.S. Government Accountability Office's Government Auditing Standards. In addition, the firm shall give The District written notice of any professional relationships entered into during the period of this agreement.

Contractor personnel requirements include:

- The District desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk ("Management Letter")
- A report on compliance with applicable laws, regulations, and bond covenants
- An "in-relation-to" report on the schedule of federal and state financial assistance, if applicable.
- A report on compliance with laws and regulations related to major and non-major federal and state financial assistance programs. This report should include an opinion on compliance with specific and general requirements applicable to major federal and state financial assistance programs and a report on compliance with laws and regulation applicable to non-major financial assistance program transactions tested if applicable.
- The Auditor shall prepare draft financial statements and notes and provide these along with all adjusting entries, supporting schedules to the District. The District will be responsible for the preparation of the MD&A, statistical section, editing, final printing, and distribution of the Comprehensive Annual Financial Report.
- The partner-in-charge will be required to attend at least one public meeting for discussion of the audit report.

Reporting requirements include:

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- A report on the fair presentation of the financial statements in conformity with generally accepted

accounting principles.

- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- A report on compliance with applicable laws and regulations.
- A report on the internal control structure used in administering federal, state, and local financial assistant programs, if applicable.
- A report on the compliance with laws and regulations related to major and non-major federal, state, and local financial assistant programs. These reports should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal and state financial assistance program transactions tested.
- A report on the fair presentation of Supplementary Information Schedules of Federal, State, and Local financial assistance in relation to The District's financial statements taken as a whole.
- Any other attestations as may be required by Florida Statutes or Florida Administrative Code.
- Management letters for The District with required elements as required by the Rules of the Auditor General.
- The auditor shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware. Such report shall be made to the Fire Chief, responsible for the operations of the District being audited, and to the Administrative-Finance Director.
- The auditors shall assure themselves that The District is informed of each of the following:
 - The auditor's responsibility under generally accepted auditing standards
 - Significant accounting policies
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements
 - Disagreements with management
 - Management consultation with other accountants
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a proposal shall meet the following responsibilities/requirements:

- The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.

- An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.
- The firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- The firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Laws and Rules of Florida Auditor General.
- Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by The District for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

Time Requirements

Date Audit May Commence: Interim audit work may be commenced at any date after the execution of the contract between the parties. However, interim work shall not be performed during the month of September unless agreed to by the Administrative-Finance Director.

Proposed Audit Time Line (Schedule is estimated and may change slightly). The firm shall schedule its audit work to perform a substantial portion prior to year-end.

Timeline	Action
	Interim field work
September 30	Fiscal year end
December 31	Books are closed and the general ledger is provided to the independent auditor; field work begins
February 17	Field work complete
March 2	First draft of District financial statements is provided to The District
March 9	Comments provided by District regarding draft of financial statements
March 23	Final financial statements provided to District
March 30	Commence CAFR printing, conduct exit conference
April 13	Presentation of CAFR to the Board of Fire Commissioners

Date Final Report is due: The Administrative-Finance Director oversees preparation of MD&A. These will be available to audit by March 27. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Administrative-Finance Director by March 2.

The Finance Department will provide a draft report as expeditiously as possible. Once all issues for discussion are resolved, the final signed report shall be delivered to the Administrative-Finance Director within ten working days. It is anticipated that this process will be completed and the final report delivered by April 6, 2020.

Subsequent year’s reporting schedules will be determined by the Administrative-Finance Director and

independent auditor preceding the engagement year.

The final report (in electronic format) and ten (10) signed and bound copies should be delivered to:

Administrative-Finance Director
Bonita Springs Fire Control and Rescue District
27701 Bonita Grande Dr.
Bonita Springs, FL 34135

B) The District's Responsibilities

District responsibilities include:

- If applicable, The District may prepare one or more official statements in connection with the sale of debt securities, which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
- The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are to be issued as part of the comprehensive annual financial report.
- The Finance Department and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the Finance Department.
- The District will provide the auditor with reasonable work space, desks, and chairs. The auditor will also be provided with access to the internet, telephone, and copier.
- CAFR report preparation, editing, and printing shall be the responsibility of the Finance Department.

3) Terms and Conditions of Contract

The District has developed standard contracts/agreements. The District strongly urges the Contractor to return a signed standard District contract/agreement contained within this **RFP** with your submittal, in order to expedite final approval and execution of said contract.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard District's Contract and any terms and conditions included in this **RFP**. The District reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the District. The District will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by the District's attorney and the Board of Fire Commissioners.

The term of this agreement is for three (3) years from the date of award with two (2) one (1) year renewal options. Renewal options may be exercised at the discretion of the District based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The District retains the sole right to determine whether the renewal option shall be offered.

4) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the District's account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within The District is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (239) 390-7953.

B) Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The District is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of the District

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the District, and that the District shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to The District, The District may terminate this Agreement immediately for cause; further The District may terminate this Agreement for convenience with a thirty (30) day written notice. The District shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature, and similar occurrences making performance impossible or illegal.

H) Assignment

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

I) Lobbying

All firms are hereby placed on **NOTICE** that The District does not wish to be lobbied, either individually or collectively, about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the Board of Fire Commissioners for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Board of Fire Commissioner's approval**, no firm or their agent shall contact any other employee of The District in reference to this Proposal, with the exception of the Administrative- Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the Bonita Springs Fire Control and Rescue District's Purchasing Policies and Procedures.

L) Public Entity Crime

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, 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 with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document.

Disclosure of any potential or actual conflict of interest is subject to the District staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to District Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any District employee, as set forth in Chapter 112, Part III, Florida Statutes, and District Policy- Public Officials Ethics Compliance. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with District staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the District for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and The District shall have the discretion to unilaterally terminate said agreement immediately.

P) Equal Opportunity

The District recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Q) Florida Public Records Act

All material submitted regarding this RFP becomes the property of The District. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by The District. The District has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

R) Scrutinized Companies pursuant to FS Sections 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, The District will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of The District's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that The District's determination of false certification was made in error then The District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

5) Instructions for Proposal

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet The District's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, The District may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

D) Delivery of Proposals

All proposals are to be delivered before 3:00 p.m., local time, on or before September 3, 2019 to:

Bonita Springs Fire Control and Rescue District
Attention: Lisa Gendron Administrative-Finance Director
27701 Bonita Grande Dr
Bonita Springs, FL 34135

The District shall not bear the responsibility for bids delivered to The District past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, Administrative-Finance Director, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must five (5) total copies of the proposal, and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Name "Auditing Services" on the outside of the box or envelope.

E) Evaluation of Bids (Procedure)

The District's procedure for selecting is as follows:

1. The District's Board of Fire Commissioners shall approve an auditor selection committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Board of Fire Commissioners as Chairman of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number. An employee, chief executive officer, or chief financial officer may not serve as a member of the auditor selection committee but may serve in an advisory capacity to the auditor selection committee.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of proposals, the Administrative-Finance Director shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published **RFP**. The Administrative-Finance Director will submit all Requests for Proposals to the auditor selection committee.
4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, The District will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted on the District's website www.bonitafire.org and in the lobby of The District not less than seven (7) working days prior to the meeting.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the District wishes to avoid the expense to the District and to proposers of unnecessary oral interviews. Therefore, the District will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Administrative-Finance Director to schedule the top ranked firm(s) for oral presentations/interviews.

The District reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the District or a submission of a proposal to the District offers no rights upon the Proposer nor obligates the District in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Administrative-Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Administrative-Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The District will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **RFP**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the District to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the District to accept the proposal which in the judgment of the District is deemed the most advantageous for the public and The District.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the District contract, the District reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Administrative-Finance Director to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to The District prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The proposal shall be deemed an offer to provide services to the District. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the District. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFP**. Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet The District's needs, as stated in the **RFP**. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

1. Tab I, Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2. Tab II, Business Plan

In this tab, include:

- Description of the proposed contract team and the role to be played by each member of the proposed team.

- Specific audit approach: The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. 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.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement, including time frames for each segment.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement,
- c. Sample size methodology and the extent to which statistical sampling is to be used in the engagement,
- d. Extent of use of EDP software in the engagement, (firm must identify software utilized, Windows, Word, Excel, etc.),
- 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 District's internal control structure,
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work,
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance and
- i. Approach to be taken in reviewing EDP systems.
- j. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from The District.

3. Tab III, Cost of Services to the District

Provide a total all-inclusive maximum price. Cost should contain all pricing information relative to performing the audit engagement as described in this request for proposals.

The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The guaranteed maximum total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work described in this RFP.

Provide hourly rates for Partner, Specialist, Supervisory and Staff Level multiplied by the anticipated hours of commitment for each.

The cost should include a schedule of professional fees and expenses, presented in a format that supports the total all-inclusive maximum price. The cost of special services described in this request for proposals should be disclosed as separate components of the total all-inclusive maximum price.

Provide out-of-pocket expenses included in the total all-inclusive maximum price and Reimbursement Rates. Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by The District for its employees. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

If it should become necessary for the District to request the Auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the District and the firm. Any such additional work agreed to between The District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in this tab.

Calculation of points for cost will be completed as described in the following **EXAMPLE**. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

4. Tab IV, Corporate Experience and Capacity

The proposal should state the size of the firm, the size of firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The audit firm's professional personnel must have received adequate continuing professional education within the preceding two years.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the three (3) years with state regulatory bodies or professional organizations.

5. Tab V, Specialized Expertise of Team Members

The firm should identify the principal supervisory and management staff, including engagement partner,

managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person. A current resume must be provided for each individual assigned to this engagement.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of The District, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Tab VI, Customer Listing

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

The District reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems with the project?
- How was the quality/experience/personality of their personnel? (Specifically the project manager?)
- Would you use this firm again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the “past performance” evaluation factor for each proposal.

7. Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

8. Tab VIII, Required Form Submittals

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

Required forms:

- Proposers Checklist
- Standard Professional Services Contract
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Proposal Form

L) Proposal Evaluation Committee and Evaluation Factors

All proposals will be subject to a review and evaluation process. It is the intent of the District that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The District will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of The District, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by The District in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions The District may have on a proposer’s submittal.

Evaluation Criteria	Maximum Points
Firm’s Expertise and Experience	25
Business Plan	25
Proposed Staff Experience	20
Cost	20
References	10
Total Points	100

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**. If there is a multiple firm tie in either individual scoring or final ranking, the firm located within the District’s boundaries shall receive the higher ranking, the firm located within Lee County shall receive the next highest ranking and so on.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

Bonita Springs Fire Control and Rescue District
 Attention: Lisa Gendron, Administrative-Finance Director
 27701 Bonita Grande Dr
 Bonita Springs, FL 34135

- The **mailing envelope must be sealed and marked** with Proposal Title “**Auditing Services**” and Due Date “**September 3, 2019 @ 3:00pm**”.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**PROFESSIONAL SERVICES AGREEMENT
AUDITING & RELATED SERVICES
Request for Qualification (RFP)**

THIS AGREEMENT is made and entered into this _____ day of ____, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “CONSULTANT” and the **BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT**, a political subdivision of the State of Florida, whose address is 27701 Bonita Grande Dr, Bonita Springs, FL 34135, hereinafter called “District”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP Auditing), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the District and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for an initial period of three (3) years from the date of award. At the option of the parties, this Agreement may be renewed for three (2) additional one (1) year terms. Renewal options may be exercised at the discretion of The District based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The District retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, The District shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice The District monthly based upon the CONSULTANT’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in The District’s Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For the District:

Joseph V Daigle-Fire Chief
Bonita Springs Fire Control and
Rescue District
27701 Bonita Grande Dr
Bonita Springs, FL 34135
(239) 390-7953

For Consultant:

_____(Name)
_____(Title)
_____(Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of the District, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY’S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Lee, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Agreement.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE DISTRICT AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by the DISTRICT under this Agreement shall affect CONSULTANT’s duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

**BONITA SPRINGS FIRE CONTROL
AND RESCUE DISTRICT**

**Steven Lohan, Chairman,
Board of Fire Commissioners**

**James Murphy, Treasurer, Board of
Fire Commissioners**

Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

- Attachments: A. RFP Audit
B. Firm Response to RFP
C. Scope of Service**

Approved by the Board of Fire
Commissioners of The District
at a meeting held on this _____
day of _____, 2019.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all District projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all District projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

Bonita Springs Fire Control and Rescue District
27701 Bonita Grande Dr
Bonita Springs, FL 34135

RE: RFP “Auditing Services for Bonita Springs Fire Control and Rescue District”

Dear Fire Chief and Board of Fire Commissioners:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate District document for the purpose of establishing a formal contractual relationship between him, and The District, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP Auditing**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in The District of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits
and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

\$1,000,000 single limit per
occurrence |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the Bonita Springs Fire Control and Rescue District, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the Bonita Springs Fire Control and Rescue District.

- | | |
|--|---|
| <input checked="" type="checkbox"/> 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| <input type="checkbox"/> 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide the District with certificates of insurance meeting the required insurance provisions. | |
| <input checked="" type="checkbox"/> 8. The Bonita Springs Fire Control and Rescue District must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

9. The Bonita Springs Fire Control and Rescue District shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

Bonita Springs Fire Control and Rescue District
27701 Bonita Grande Dr
Bonita Springs, FL 34135

No District Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) 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.

(2) 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) 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 5 days after such conviction.

(5) 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.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES**
- NO**

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of a minimum of three (3) references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO Bonita Springs Fire Control and Rescue District

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Entity Submitting Sworn Statement)

whose business is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 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 an agency or political subdivision of any other state or of 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 Paragraph 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 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 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 Paragraph 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 provisions 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. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 20__.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

VENDOR INFORMATION

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
	-
	-
or	
Employer identification number	
	-
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The Bonita Springs Fire Control and Rescue District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by The District in order to perform the service;
- b. Upon request from The District's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to The District.

Upon completion of the contract, transfer, at no cost to The District, all public records in possession of the Contractor, or keep and maintain public records required by The District to perform the service. If the Contractor transfers all public records to The District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The District, upon request from The District's custodian of public records in a format that is compatible with the information technology systems of The District.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of The District. The Contractor agrees to make available to The District, during normal business hours and in Lee County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT
27701 BONITA GRANDE DR
BONITA SPRINGS, FL 34135
LISAG@BONITAFIRE.ORG**

Signature acknowledges receipt and understanding of this form.

Name/Title

Date

SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that the company is not participating in a boycott of Israel. Contractor t also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, The District will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor submits this certification as a condition of contract. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of The District's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that The District's determination of false certification was made in error then The District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
County of _____)
SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
_____, who is personally known to me to be the _____
for the Firm, OR who produced the following
identification: _____.

Notary Public

My Commission Expires: _____

Auditing Services
FEE PROPOSAL FORM

Item #	DESCRIPTION	ANNUAL FEE
1	2018/19 Annual District Audit	
1a	2018/19 Annual Firefighter Pension Audit	
1b	2018/19 Annual General Pension Audit	
2	2019/20 Annual District Audit	
2a	2019/20 Annual Firefighter Pension Audit	
2b	2019/20 Annual General Pension Audit	
3	2020/21 Annual District Audit	
3a	2020/21 Annual Firefighter Pension Audit	
3b	2020/21 Annual General Pension Audit	

TOTAL BASE TERM FEE PROPOSAL \$ _____

OPTIONAL EXTENSIONS

Item #	DESCRIPTION	ANNUAL FEE
4	2021/22 Annual District Audit	
4a	2021/22 Annual Firefighter Pension Audit	
4b	2021/22 Annual General Pension Audit	
5	2022/23 Annual District Audit	
5a	2022/23 Annual Firefighter Pension Audit	
5b	2022/23 Annual General Pension Audit	

**TOTAL FEE PROPOSAL INCLUDING
OPTIONAL EXTENSIONS \$ _____**

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Fax No.

AUDITING SERVICES

FEE PROPOSAL BREAKDOWN FORMS

STANDARD HOURLY RATE SCHEDULE

POSITION	HOURS/QUANTITY	FULLY BURDENED HOURLY RATE	EXTENDED AMOUNT

DESCRIPTION OF SERVICE	AMOUNT
Issuance of the following as The District's Independent Auditor:	
1. "Consent and Citation Expertise"	
2. "Comfort Letter"	

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Fax No.

PROPOSER'S NON-RESPONSE STATEMENT
RFP-“Auditing Services for Bonita Springs Fire Control and Rescue District”

The intent of the Bonita Springs Fire Control and Rescue District, Finance Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Bonita Springs Fire Control and Rescue District, Finance Department, 27701 Bonita Grande Dr, Bonita Springs, FL 34135.

We are not responding to this RFP for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

Cut and use this label for Proposal Package

**BONITA SPRINGS FIRE CONTROL AND RESCUE
DISTRICT**

**27701 Bonita Grande Dr
Bonita Springs, FL 34135**

RFP Auditing

**AUDITING SERVICES FOR
THE BONITA SPRINGS FIRE CONTROL AND
RESCUE DISTRICT**

**OPENING DATE/TIME:
September 3, 2019 by 3:00 p.m.**