

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**INFORMATION PACKAGE**  
**for**  
**PROFESSIONAL AUDITING SERVICES**  
**REQUEST FOR PROPOSALS**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting Proposals (RFP) from Professional Certified Public Accounting Firms (Firms) to provide usual and customary services relative to the **auditing of financial statements for the fiscal year ending September 30, 2024 thru September 30, 2028**. The contract for these services will include an option to renew for two (2) additional one (1) year periods. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth in financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 as amended in 1996, U. S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as applicable, and the Rules of the Auditor General for the State of Florida.

**SCOPE OF SERVICES**

The Authority is requesting Proposals (RFP) from Professional Certified Public Accounting Firms (Auditor) to provide usual and customary services relative to the auditing of financial statements for the fiscal year ending September 30, 2024 thru September 30, 2028. These audits are to be performed in accordance with the provisions contained in this request for proposals.

The Authority desires the auditor to perform a financial and compliance audit on the basic financial statements as required by Sections 11.45, 189.06 and 218.39, Florida Statutes, the Federal Single Audit Act and Florida Single Audit Act.

In addition to the audit of the basic statements, the Authority may require assistance for the drafting and formatting of the financial statements and footnotes which must conform to the provisions of GASB, and related requirements as noted above. This assistance will be provided as part of the engagement.

The Authority will also require the Auditor to attend a regularly scheduled Board of Directors meeting to discuss the audit, typically the first Wednesday of February. The Authority's typical audit schedule includes interim work completed in June/July, final audit work Nov/Dec, with final reports due to the Authority by February 28<sup>th</sup>.

**Auditing Standards to Be Followed**

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, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended in 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, as applicable, and the Rules of the Auditor General for the State of Florida.

## Reports to Be Issued

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

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control over financial reporting.
3. A report on compliance and other matters.
4. Such reports as are required by OMB Circular A-133, as applicable, including, but not limited to:
  - a. Auditor's opinion on Schedule of Federal Awards, if applicable.
  - b. Auditor's opinion and reports on compliance and internal control and schedule of findings and questioned costs, along with any management letter.
  - c. Summary schedule of dispositions of prior audit findings.

## Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon requests, to the following parties or their designee:

1. Entities providing Federal or State Financial Assistance
2. U.S. general Accounting Office (GAO)
3. Parties designated by the federal or state governments or by the Authority as part of an audit quality review process.
4. Auditors of entities of which the Authority is a sub-recipient of grant funds.

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.

## **AUTHORITY BACKGROUND**

The Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's public health, safety, economy and quality of life.

The Authority is an independent special district created and existing pursuant to Chapter 373, Florida Statutes, and Chapter 163, Florida Statutes by an interlocal agreement executed between Charlotte, DeSoto, Manatee and Sarasota Counties. The interlocal agreement was most recently amended in 2005 (Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority; October 5, 2005).

The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District, a region of roughly 1,000,000 residents. The Board of Directors of the Authority consists of one representative of Charlotte County, DeSoto County, Manatee County and Sarasota County that is a commissioner on the board of county commissioners for each respective county. Each representative is appointed by and serves at the pleasure of their respective Board of County Commissioners. The Authority Board of Director's officers consist of a chair and vice chair. The Board of Directors is vested with all the powers of the Authority.

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD (million gallons per day) surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a water use permit issued to the Authority to protect the downstream estuary and Charlotte harbor. The Authority owns and operates an off- stream reservoir system with 6.5 billion gallons of storage capacity and an Aquifer Storage and Recovery (ASR) system consisting of 21 ASR wells.

The Authority currently maintains a network of approximately 80 miles of transmission pipelines for delivery of treated drinking water to its member governments and customers. The Authority also has interconnects with other water systems: City of North Port Utilities and the City of Punta Gorda utilities. These interconnects are available to supply water in case of natural disaster, equipment maintenance or failure, resource stress or unforeseen or unplanned increase in water demand.

The Authority's 5-year Capital Improvement Program (CIP) and 20-year Capital Needs Assessment (CNA) identifies construction of additional supply sources and interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four- county service area, and ensure that public water supply is provided in an environmentally sustainable manner. The Authority's 5-year CIP currently totals \$815 million and the 20-year CNA, which includes the 5-year CIP, totals \$1.092 billion.

The Authority is a single Enterprise fund that is broken into two budgetary cost centers (administration & facility) which are combined for reporting purposes. The Authority follows the provisions of Governmental Accounting Standards Board (GASB) Statement Numbers 14 and 61, regarding the financial reporting entity and component units. Based on the criteria established in those standards, the Authority is a primary government with no component units. The Authority participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy (HIS) defined benefit plan administered by Florida Division of Retirement.

The Authority's Master Water Supply Contract, bond documents and financial policies establish the conditions and charges related to water sales. The budget includes all anticipated revenue sources and expenditures including capital, operating, planning and administrative costs of the Authority for its projects and activities and is annually approved by the Authority Board of Directors during a public hearing.

The Water Rate is annually established by Resolution of the Authority for the sale of water and is

comprised of a Base Rate and Water Use Charge. The Base Rate is comprised of the debt and fixed costs of the Authority while the Water Use Charge is comprised of the variable costs associated with power, treatment chemicals and residual hauling. Through sound financial practices and conservative budgeting, the Authority has been able to maintain a stable water use charge for more than five years. Additional information regarding the Authority budgets, rates and charges as well as copies of the Authority's Annual Comprehensive Financial Report (ACFR) may be found on the Authority website ([www.regionalwater.org/business](http://www.regionalwater.org/business)).

## **GENERAL PROJECT SCHEDULE**

A summary schedule for this project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Completion Date</u>
(1) Advertise for RFP	02/05/2024
(2) Final Date for Questions	02/16/2024
(3) RFP Submittals Due to the Authority	03/06/2024
(4) PSEC (a) Meeting	03/13/2024
(6) Firm Selection	04/03/2024 (Board Action)

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

## **FIRM SELECTION PROCESS**

Firm selection shall be performed in accordance with Section 3.1.3(3) of the Authority's Procurement Policy as well as Section 218.391 (3)(a), Florida Statutes, that establishes required procedures for the selection of auditors to perform the annual financial audits required by Section 218.39, Florida Statutes and by Chapter 2005-32, Laws of Florida, that specify a consistent auditor selection process that requires the use of an audit committee, a request for proposal for the solicitation of necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org). A copy of the Authority's standard audit services contract form is included in this information package. The audit services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the RFP of the successful Firm will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. **By submitting an RFP, Firm agrees to all the terms and conditions of this Request for RFP and those included in the Authority's standard audit services contract.** If Firm desires to propose a change to a term or condition of this Request for RFP or the Authority's standard audit services contract, Firm must submit its request by submitting a question as provided for below.

After issuance of this Request for RFP, prospective Firms or their agents, representatives or persons acting at the request of such Firm are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. **Any questions concerning this Request for Statements of Qualifications must be presented in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) no later than 5:00 p.m. Eastern Standard Time on February 16, 2024, using "RFP Question: 'Audit Services'" as the subject line.** Firms are responsible for reviewing the Authority's website for the Authority's responses to any questions timely submitted.

## **PROPOSAL MINIMUM REQUIREMENTS**

The Proposal must detail the Firm's recommended method to accomplish the tasks and requirements for successful completion of the Authority's Audit. In addition, the Proposal must include sufficient information to allow the Authority to evaluate the Firm's understanding, experience, and qualifications to perform the work.

The Proposal must include the following sections:

### **Background**

This section must include the following as a minimum:

1. Legal name, address, phone number of Firm and e-mail of primary contact;
2. Principal office locations of submitting Firm;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);
4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. A signed letter of transmittal briefly stating the proposer's understanding of work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and statement that the proposal is a firm and irrevocable offer for 120 days.
6. Disclosure of whether Firm currently audits Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way; and
7. Disclosure of any litigation Firm is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers.

### **Technical Proposal**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Authority in conformity with the requirements of this request for proposals. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

This section must include the following as a minimum:

### 1. Independence & License to practice as a CPA in Florida

The firm should provide an affirmative statement that is independent of the Authority as defined by generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States.

An affirmative statement should also be included indicating that the firm and all assigned key professional staff are properly licensed CPA's in the State of Florida.

### 2. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's 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 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 review or field reviews of its audits during the past five (5) 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 past five (5) years with state regulatory bodies or professional organizations.

### 3. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisor 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, including information on relevant continuing professional education for the past three (3) years and memberships in professional organizations relevant to the performance of this audit, experience with state and federal grant programs and information technology abilities.

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.

Key personnel may not be changed without the express prior written permission of the Authority. However, in any case, the Authority retains the right to approve or reject any replacements.

#### 4. Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.

#### 5. 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 this request for proposals. The proposal should also include an approach to the documentation and review of internal controls, approach of proposed staffing hours and an approach in sampling techniques and analytical procedures. The proposal should also include any special techniques the firm may employ and an indication of the frequency of progress reports and/or progress meetings the Authority can anticipate during the engagement.

#### 6. Total All-inclusive Maximum Price

- a. The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, for every year of the 5 year engagement period plus the additional extension periods
- b. Rates for additional professional services.  
If it should become necessary for the Authority to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on the engagement, then such additional work should be performed only if set forth in an addendum to the contract between the Authority and the Firm. Proposals should include a schedule of rates for potential additional professional services.
- c. Manner of payment  
Progress payments will be made on the basis of hours' work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of a calendar month.

## **Required Forms**

The following forms must be included in this section:

- Proposer Guarantee (Appendix A)
- Proposer Warranties (Appendix B)
- Dollar Cost Bid Form (Appendix C)
- E-Verify Affidavit and Required Evidence
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
- Reference Forms (List of three (3) client staff that the Authority can contact as references with respect to three of the Firm's Project Examples presented in this RFP)

The RFP shall be limited to no more than thirty (30) one-sided pages for all requested information described within the technical proposal section. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size. Font on graphics may be reduced to 10-point font size.

**Firms desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their Proposal in accordance with the requirements contained in the information package via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using "Response to RFP: Audit Services" as the subject line.**

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Firm's responsibility to confirm its submission (PDF file) has been received. The Authority can receive files up to 100 MB in size.

A Firm's RFP must be received no later than **10:00 a.m. Eastern Standard Time on March 6, 2024**, at the above referenced email address. The Authority will not be responsible for any lost or late arriving statement of qualifications sent electronically. Late submittals will not be opened or considered. RFPs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Proposals may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Statements of Qualifications. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for an additional statement of qualifications. If awarded, no contract will be formed between the Firm and the Authority until an agreement is executed by both parties.

Upon submittal of its RFP, the Firm agrees to be bound by all terms and conditions of the Request for Proposals. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposals.



## **PROPOSAL EVALUATION CRITERIA**

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
1. Firm Qualifications & Experience	20 points
2. Partner & Staff Experience & Qualifications	20 points
3. Similar Engagements with other Government Agencies	10 points
4. Audit Approach	30 points
5. Independence, License to Practice & Office Location relative to Authority	5 points
6. Fee	15 points
TOTAL	100 points

By submitting an RFP, Firms certify they have sufficient availability with key staff to achieve the schedule submitted and, if selected to do so, can attend the presentation in-person on the scheduled date.

## **OTHER LEGAL MATTERS**

1. **Scrutinized Companies.** By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
2. **Public Entity Crimes.** Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant.
3. **E-Verify.** Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.
4. **Responsible Vendor Determination.** Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social,

political, or ideological interests.

5. **Procurement Policy And Bid Protests.** Respondent is hereby placed on notice of the existence of the Authority Procurement Policy, December 2022 (or latest revision) (“Procurement Policy”) and is considered to be on constructive notice of all provisions contained in it. A copy is available at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Authority’s website at [www.regionalwater.org](http://www.regionalwater.org). The Authority will post the intended decision or Board decision on the Authority’s website at [www.regionalwater.org](http://www.regionalwater.org). The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.
6. **Public Records.** Once opened, all responses will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY’S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT [PEACERIVER@REGIONALWATER.ORG](mailto:PEACERIVER@REGIONALWATER.ORG), OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**
7. **Conflict of Interest.** To ensure compliance with Chapter 112, Florida Statutes, governing public officers and employees, all Firms must disclose in their Proposal the name of any officer, director, or agent who is also an employee of the Authority. Further, all Firms must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Firm’s or any of its subsidiaries.
8. **Discriminatory Vendor List.** Respondent is informed of the law set forth in Subsection 287.134(2)(a), Florida Statutes, including that an entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity and may not transact business with any public entity. By submitting a response, respondent certifies that it is not on the discriminatory vendor list.

**Appendix A**  
**Proposer Guarantees**

1. The proposer certified it can and will provide and make available, at a minimum, all services set forth in the RFP Scope of Services.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

**Appendix B**  
**Proposer Warranties**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and professional liability insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

**Appendix C**  
**Schedule of All Inclusive Prices**  
**For the Audit of the Fiscal Year 2024 – Fiscal Year 2028 Financial Statements**

**Total All Inclusive Price**

<b>2024</b>	<hr/>
<b>2025</b>	<hr/>
<b>2026</b>	<hr/>
<b>2027</b>	<hr/>
<b>2028</b>	<hr/>
<b>Extension 1</b>	<hr/>
<b>Extension 2</b>	<hr/>

**Rates for Additional Professional Services**

<b>Staff Level</b>	<b>Hourly Rate</b>
Partners	<hr/>
Managers	<hr/>
Supervisory Staff	<hr/>
Staff Level	<hr/>
Other (specify)	<hr/>

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 PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by \_\_\_\_\_  
(Print individual's name and title)  
  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
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 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 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 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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 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 THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_(name of officer or agent, title of officer or agent) of \_\_\_\_\_(name of Firm company acknowledging), a \_\_\_\_\_(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_(type of identification) as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

## REFERENCES

Firms must provide three (3) references.

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

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

Firm Audit Manager: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Description of Work Performed:\_\_\_\_\_

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### **Contract Holder E-Verify Registration and Affidavit**

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Firm shall register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Firm employees hired on and after January 1, 2021. Additionally, Firm shall require all sub-firms performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Firm must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

### **Affidavit**

I hereby certify that \_\_\_\_\_ (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of Firm company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**(SEE ATTACHMENT)**

## **Agreement for Financial Auditing Services**

This Agreement for Financial Auditing Services is made by and between Peace River Manasota Regional Water Supply Authority, an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes (the “Authority”), and \_\_\_\_\_ (“Firm”), a corporation in the State of \_\_\_\_\_ authorized to do business in the State of Florida (“Agreement”).

### **Background**

- A. The Authority desires to retain the Firm to provide financial auditing services as described in **Exhibit A**, Scope of Services (“Services”).
- B. The Authority has selected the Firm in accordance with the RFP for Auditing Services dated \_\_\_\_\_ (the “RFP”), the Authority’s procurement policy, and applicable Laws.
- C. The Firm desires to provide the services required by the Authority as described in this Agreement.

### **Terms and Conditions**

- 1. **Background, Exhibits, and Documents.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Information Package and the Firm’s submittals provided in response to the solicitation for the Services are also part of this Agreement as well as any related Work Orders that may be executed by the parties.

Exhibit A – Scope of Services

Exhibit B – the Firm’s response to the 2024 RFP for Audit Services

Exhibit C – Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses

Exhibit D – Insurance Requirement

Exhibit E – Certificate of Insurance

- 2. **Definitions.** The following terms used in this Agreement have the following meanings:

- 1.1. Agreement – This written document, as it may be amended from time to time and all incorporated documents.
- 1.2. Law – All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services including Auditor General Rules.
- 1.3. Services – The services described in **Exhibit A**, as well as all obligations, duties and responsibilities required of the Firm under this Agreement. The term “Services” also includes all Additional Services which may be subsequently authorized in writing by the Authority.

- 1.4. Additional Services – Subject to paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.
2. **Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for five years unless it is sooner terminated as provided in this Agreement. The parties may agree in writing to extend the term for two additional one-year periods.
3. **Compensation.** For the timely and proper performance of the Services, the Authority will pay the Firm the compensation set forth in **Exhibit B, the RFP.**
4. **The Firm's Representations and Warranties.** The Firm represents and warrants to the Authority as follows:
  - 4.1. **Conducting Business in Florida.** the Firm is duly authorized to conduct business in the State of Florida.
  - 4.2. **Authority.** the Firm has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Firm.
  - 4.3. **Accuracy of Response.** All information provided by the Firm in response to the solicitation was true and accurate when the Firm submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.
  - 4.4. **Understanding of Agreement.** The Firm has familiarized itself with and understands this Agreement, the Services, the Law, and all conditions that may affect the Firm's performance of this Agreement.
  - 4.5. **Laws.** The Firm will maintain all licenses or permits required by Law for the performance of the Services and will comply with all Laws in effect at the time of the execution of this Agreement and at the time of performance of the Services.
  - 4.6. **Expertise.** The Firm has special expertise in the type of professional services to be provided under this Agreement and the Firm acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with the Firm.
  - 4.7. **Valid Agreement.** This Agreement is a valid, binding, and enforceable obligation of the Firm, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Firm except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

- 4.8. Scrutinized Companies.** The Firm certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Firm certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Firm acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 4.9. Public Entity Crimes.** the Firm understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. the Firm is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.
- 4.10. E-Verify.** The Firm is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Firm has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. the Firm must require any subcontractors to provide the Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. the Firm shall maintain a copy of such affidavit for the duration of this Agreement.

## **5. The Firm's Responsibilities.**

- 5.1. Performance of Services.** The Firm shall perform the Services upon the terms and conditions set forth in this Agreement and upon any terms required under any government funding agreement.
- 5.2. Standard of Performance.** The Firm shall perform the Services in a timely and professional manner in accordance with applicable professional standards consistent with that level of care and skill ordinarily exercised by other competent professionals with expertise in the type of services required in this Agreement practicing under similar conditions at the same time and locality. The Firm has represented to the Authority that the Firm has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with the Firm.
- 5.3. Changes.** The Firm shall immediately notify the Authority if anything changes regarding the Firm's representations and warranties contained in this Agreement.
- 5.4. Resources.** The Firm shall secure and maintain an adequate and competent staff of professionals and resources required to perform the Services.

- 5.5. Key Personnel.** The Firm must not remove any key personnel or Subcontractors assigned to provide Services without the prior written approval of the Authority. All key personnel will be available for the Services on a full-time basis, except as otherwise expressly approved in writing by the Authority. Such key personnel are as follows:

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- 5.6. Objectionable Employees.** If at any time during the term of this Agreement the Authority notifies the Firm in writing that any of the Firm's employees or the employees of any Subcontractor are objectionable to the Authority, the Firm shall remove or have the Subcontractor remove the objectionable employee from providing Services and not reemploy the objectionable employee on any portion of the Services.
- 5.7. The Firm's Representative.** The Firm will designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver the Firm's policy and decisions related to the Services and bind the Firm with respect to any matter arising out of or relating to this Agreement.
- 5.8. Status Reports and Inspections.** The Firm shall routinely and continuously advise the Authority of the status of the work performed by the Firm. The Firm shall maintain documents obtained or generated under this Agreement and make them available upon request by the Authority during the term of this Agreement and for seven years after its termination.
- 5.9. No Discrimination.** the Firm shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. the Firm will not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, the Firm shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.
- 5.10. Notice of Claims.** The Firm shall immediately notify the Authority if it becomes aware of any circumstances which may reasonably give rise to any claim against the Authority related to the Services performed under this Agreement.
- 5.11. No Conflicts of Interest.** The Firm is not under contract and will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

**6. Authority's Responsibilities.**

- 6.1. Applications for Payment.** The Authority will review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules,

estimates, proposals or other documents presented to the Authority by the Firm and will inform the Firm of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of the Firm.

**6.2. Authority's Representative.** The Authority will designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the Authority's policy and decisions pertinent to the Services.

## **7. Change of Plan.**

**7.1. Authority's Right.** The Authority has the absolute right to terminate, suspend, or amend the Services at any time and for any reason, and such action on its part will not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment will be in writing.

**7.2. Remedies.** If the Services is entirely or partly suspended for one or more periods of time the Firm will have no claim for compensation for the suspended period(s). Upon resumption of the Services, the Firm shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended will be extended for the period of the suspension.

## **8. Termination of Agreement.**

**8.1. Authority Termination for Convenience.** The Authority has the right to terminate this Agreement, in whole or in part without cause upon written notice to the Firm. In such event, the Firm's sole and exclusive recovery against the Authority will be limited to that portion of the Firm's compensation earned to the date of termination, together with any costs reasonably incurred by the Firm that are directly attributable to the termination. The Firm will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated fees or profits on Services not required to be performed. The Authority in its sole discretion will determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause will be effective upon delivery of written notice to the Firm.

**8.2. Termination by the Firm.** If the Authority violates any provision of this Agreement, and if the violation continues for 60 days after the Firm has delivered written notice of the violation, then the Firm may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the Authority 14 days written notice of termination. In the event of any such termination by the Firm, the Firm's sole and exclusive remedies against the Authority will be limited to those set forth in paragraph 8.1 above.

**8.3. Delivery of material after termination.** Within 10 days after any termination of this Agreement, the Firm shall deliver to the Authority all papers, drawings, models, and other material prepared by and for the Firm with respect to the Services.

## 9. **Waiver.**

- 9.1. Acceptance of Final Payment.** the Firm's acceptance of final payment constitutes a full waiver of all claims by the Firm against the Authority arising out of and relating to this Agreement or otherwise related to the Services, except those previously made in writing and identified by the Firm as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the Authority will be deemed to be an acceptance of defective or incomplete Services or waiver of any of the Authority's rights against the Firm.
- 9.2. Non-enforcement.** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or the remainder of this Agreement.

## 10. **Additional Services.**

- 10.1. Notice to Authority.** If the Firm is of the opinion that any services the Authority directs it to perform are beyond the Scope of the Services under this Agreement, the Firm shall, within seven business days of such direction, notify the Authority in writing of its opinion. The Authority shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the Authority determines that such service does constitute Additional Services, it will provide extra compensation to the Firm based upon the rates and terms provided in **Exhibit A**.
- 10.2. Claims against the Authority.** In the event of claims by others against the Authority in connection with the Services, the Firm shall provide the Authority such technical assistance that the Authority may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of the Firm, its agents, employees or Subcontractors to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.
- 11. Assignment.** The Firm must not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion.
- 12. Indemnification.** The Firm shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement.
- 13. Insurance Requirements.** The Firm must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit D** with a company or companies authorized to do business in the State of Florida. the Firm must not commence work under this Agreement until the Authority has received acceptable certificates of



insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the services being performed by the Firm and its employees and agents and must conform to the minimum requirements of this paragraph. the Firm's Certificates of Insurance are attached as **Exhibit E**.

**14. Documents and Data.**

**14.1.** All final documents that are required by Florida Law to be endorsed and are prepared by the Firm in connection with the Services must bear the endorsement of a person in the full employment of the Firm or duly retained by the Firm and duly licensed in the appropriate professional category.

**14.2.** The Firm and its employees and Subcontractors must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except as required by Law or at meetings where representatives of the Authority are present, without the Authority's prior written consent. The Firm will not publish, copyright, or patent any of the data furnished or developed with respect to the Services without first obtaining the Authority's written consent, as all such rights are the property of the Authority.

**15. Audit Rights.** The Firm shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of seven years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the Authority, or any duly authorized agents or representatives of the Authority, will have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subcontractors.

**16. Public Records.**

**16.1. Duty to Maintain and Provide Records.** the Firm shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by the Firm will be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

**16.2. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS**

**AT PHONE (941) 316-1776;  
EMAIL – PEACERIVER@REGIONALWATER.ORG;  
OR MAIL – 9415 TOWN CENTER PARKWAY,  
LAKEWOOD RANCH, FLORIDA 34202.**

- 16.3. Post Contract Responsibilities.** Upon completion of this contract, the Firm shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Firm or shall transfer them to the Authority. If the Firm transfers all public records to the Authority, the Firm shall destroy any duplicate public records. If the Firm keeps and maintains public records after completion of the contract, the Firm shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.
- 16.4. Exempt Records.** the Firm shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Firm does not transfer the records to the Authority.

**17. Miscellaneous Provisions.**

- 17.1. Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and the Agreement may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 17.2. Successors.** the Authority and the Firm each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 17.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Agreement.
- 17.4. Applicable Law and Venue.** This Agreement will be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.
- 17.5. Notices.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by

overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

\_\_\_\_\_, \_\_\_\_\_  
Name Title

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

If to the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

- 17.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 17.7. Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term “include” contemplates “including but not limited to.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 17.8. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 17.9. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.

- 17.10. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 17.11. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 17.12. Independent Contractor.** The Firm is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority during the term of this Agreement will be that of an independent contractor. The Firm will have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services.
- 17.13. Waiver of Jury Trial.** To the extent permitted by applicable law, the Firm and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor the Firm or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor the Firm shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

[The remainder of this page is blank]

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

**Witnesses:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Approved as to legal sufficiency:**

\_\_\_\_\_  
Douglas P. Manson, General Counsel

**The Firm:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Peace River Manasota Regional Water  
Supply Authority:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Exhibit A**  
**Scope of Services**

The Authority desires the auditor to perform a financial and compliance audit on the basic financial statements as required by Sections 11.45, 189.06 and 218.39, Florida Statutes, the Federal Single Audit Act and Florida Single Audit Act.

In addition to the audit of the basic statements, the Authority may require assistance for the drafting and formatting of the financial statements and footnotes which must conform to the provisions of GASB, and related requirements as noted above. This assistance will be provided as part of the engagement.

The Authority will also require the Auditor to attend a regularly scheduled Board of Directors meeting to discuss the audit, typically the first Wednesday of February. The Authority's typical audit schedule includes interim work completed in June/July, final audit work Nov/Dec, with final reports due to the Authority by February 28<sup>th</sup>.

**Auditing Standards to Be Followed**

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, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended in 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, as applicable, and the Rules of the Auditor General for the State of Florida.

**Reports to Be Issued**

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

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control over financial reporting.
3. A report on compliance and other matters.
4. Such reports as are required by OMB Circular A-133, as applicable, including, but not limited to:
  - a. Auditor's opinion on Schedule of Federal Awards, if applicable.
  - b. Auditor's opinion and reports on compliance and internal control and schedule of findings and questioned costs, along with any management letter.
  - c. Summary schedule of dispositions of prior audit findings.

**Exhibit B**

**Response to 2024 RFP for Audit Services**

**Exhibit C**

**Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses**



# **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

## **Resolution 2018-01**

### **RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES**

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a “public agency” under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

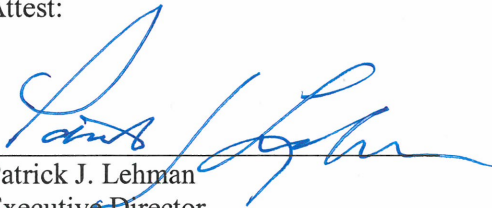
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.


Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

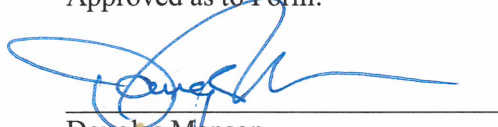
Attest:

  
Patrick J. Lehman  
Executive Director

Peace River Manasota Regional  
Water Supply Authority

  
Commissioner  
Chairman

Approved as to Form:

  
Douglas Manson  
General Counsel for Peace River Manasota  
Regional Water Supply Authority

**BOARD APPROVED**

**FEB - 2 2018**

**Peace River Manasota  
Regional Water Supply Authority**

**Exhibit D**  
**Insurance Requirements**

The Firm shall purchase and maintain professional liability insurance with respect to the performance of services being performed under this Agreement in accordance with rule 61H1-26.002, Florida Administrative Code, except that the Firm may not submit a signed waiver of limitation on liability that is otherwise authorized by rule 61H1-26.002, Florida Administrative Code. Professional liability insurance shall be maintained in full force and effect through the end of one (1) calendar year following the term of this Agreement. The professional liability insurance policy shall be endorsed to provide for renewals through said one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through said one (1) calendar year.

**Exhibit E**  
**Certificate of Insurance**