

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**REQUEST FOR PROPOSAL**  
**#23-005-00127 – FINANCIAL AUDIT SERVICES**

The Loxahatchee River Environmental Control District (“LRECD”) is requesting proposals from qualified certified public accounting firms to provide the financial auditing services to the LRECD for the audits of the financial statements of the LRECD for three (3) fiscal years ending September 30, 2023, 2024, and 2025.

RFP Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. RFP Documents will be available on April 17, 2023 after 8:00 A.M. local time. The RFP Documents are made available on the above terms solely for the purpose of obtaining RFP’s. Proposals must be submitted online through DemandStar on or before **Tuesday, May 16, 2023, at 2:00 P.M.**

Detailed information and data to be submitted with proposals are available at LRECD’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to LRECD’s Purchasing Agent at [purchasing@lrecd.org](mailto:purchasing@lrecd.org). All questions and responses will be posted on LRECD’s website (link above) and DemandStar.

LRECD reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of the Request for Proposal including, but not limited to, submission deadlines, submission requirements, and the scope of services. LRECD further reserves the right to reject any or all submittals, and to cancel or withdraw this Request for Proposal at any time.

Florida law provides that the LRECD records shall at all times be open for inspection by any person under Section 119, F.S., The Public Records Law, as amended from time to time. Information and materials received by the LRECD in connection with responses shall be deemed to be public records subject to public inspection, upon the expiration of 30 days from the opening of the proposals.

The solicitation **RFP-23-005-00127 – FINANCIAL AUDIT SERVICES** has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this solicitation electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for bidders to respond to this solicitation. Proposals shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Matt Rostock, Chairman

# **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**



## **REQUEST FOR PROPOSALS FINANCIAL AUDIT SERVICES**

**RFP #23-005-00127**

RFP Issue Date: April 17, 2023

Sealed Proposals Due: 2:00 PM Local Time May 16, 2023

2500 Jupiter Park Drive  
Jupiter, FL 33458-8962  
(561) 747-5700

# REQUEST FOR FINANCIAL AUDIT SERVICES

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## **1. PURPOSE**

The Loxahatchee River Environmental Control District (“LRECD”) is requesting proposals from experienced and qualified certified public accountants licensed to practice in the State of Florida to audit the District’s financial statements for the fiscal years ending September 30, 2023, 2024, and 2025, with the option to renew on a year-by-year basis with the approval of the District Governing Board for three additional one year periods.

This is a Financial Audit as required under Section 218.39, Florida Statutes. Finance and compliance audits are to be performed in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, provisions of the Federal Single Audit Act Amendments of 1996, and OMB Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General.

## **2. GENERAL INFORMATION**

### **A. Proposal Submission and Withdrawal**

Proposals must be submitted **online through DemandStar by 2:00 P.M. on Tuesday, May 16, 2023.**

The proposer will be responsible for timely delivery. The LRECD assumes no responsibility for proposals received after the advertised closing or by other delivery methods than that specified herein. Any proposal received after the established deadline will not be considered and will be unopened.

Proposers may withdraw their proposals by notifying the LRECD in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the LRECD and will not be returned to the proposers.

### **B. Information and Clarification**

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies must be brought to the attention of the LRECD prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing and received by the LRECD no later than 2:00 PM Local Time on May 5, 2023. Written inquiries shall be sent to:

Sharyn Allen, Purchasing Agent  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458-8962  
Fax: (561) 743-3027  
E-mail: purchasing@lrecd.org

Answers to questions will be published as an addendum on DemandStar.com and the LRECD website. The LRECD will not respond to oral inquiries.

### **C. Addendum**

The LRECD will record its responses to inquiries and any supplemental instructions in the form of written addenda. The LRECD may provide written addenda up to seven (7) calendar days prior to the date fixed for receiving the proposals. Proposers shall contact the LRECD to ascertain whether any addenda have been issued or review the online RFP on the DemandStar system. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

### **D. Preparation**

The LRECD will not be liable for any costs, fees or expenses incurred by any Proposer in responding to this Request for Proposal or any subsequent inquiries or presentations relating to a response.

### **E. Certification**

The signer of the Request for Proposal must declare that the only person(s), company or parties interested in the project as principals are named therein; that the Proposal is made without collusion with any other person(s), company or parties that submitted a Proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the Proposal has full authority to bind the principals.

### **F. Contract Awards**

The LRECD anticipates entering into an agreement with the proposer who will be the most responsive, responsible proposer whose proposal is deemed to be the most advantageous to the LRECD and in accordance with the criteria established in the RFP. The recommendation of the Selection Committee for the final ranking of proposers will be presented to the LRECD Governing Board for approval.

The proposer understands that this RFP does not constitute an offer or agreement with the proposer. An offer or agreement will not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the LRECD, and executed by all parties.

The LRECD reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The LRECD reserves the right to cancel the RFP or portions thereof without penalty. The LRECD reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

All terms and conditions of this RFP, any addendum(s), proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

**G. Selection Process**

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first, however, nothing herein will prevent the LRECD from assigning work to any firm deemed responsive and responsible.

The LRECD reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the LRECD reserves the right to negotiate and recommend award to the next highest proper or subsequent proposers until an agreement is reached.

**H. LRECD Contract Coordinator**

The LRECD Contract Coordinator for this project will be Kara Fraraccio, Director of Finance and Administration, at (561) 401-4095 or ([kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org)). After acceptance by the LRECD Governing Board of the award recommendation by the selection committee, an engagement letter will be prepared and issued, after which time, all communications and correspondence will be directed to the Contract Coordinator.

**I. Public Records**

Florida law provides that the LRECD records shall at all times be open for inspection by any person under Section 119, F.S., The Public Records Law, as amended from time to time. Information and materials received by the LRECD in connection with responses shall be deemed to be public records subject to public inspection, upon the expiration of 30 days from the opening of the proposals.

**J. Protest**

By submitting a proposal to the LRECD, firms agree to the process set forth in Section 2.02 (14) of the District’s Procurement Policy. A copy of the District’s Procurement Policy can be found at <https://www.loxahatcheeriver.org/docs/Procure>.

**K. Performance Reviews and Ratings**

LRECD may develop a performance evaluation report. This report will be used to periodically review and rate the firm’s performance under the contract with performance rating as follows:

- Satisfactory: Meets requirements
- Unsatisfactory: Does not meet requirements

The report will also list discrepancies found during the review period. The firm will be provided with a copy of the report and may respond in writing if the firm takes exception to the report or wishes to comment on the report. Performance reviews and subsequent reports will be used in determining the suitability of the contract services and extension.

## **L. E-Verify**

Proposer must comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116. Proposer agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of (1) all persons employed by the firm during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by the firm to perform work pursuant to this Agreement. Firms meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

### **3. DESCRIPTION OF THE GOVERNMENT**

The LRECD is an Independent Special District of the State of Florida, created in 1971. The powers and duties of the LRECD are governed by the LRECD's Enabling Act. The LRECD operates as an elected board-executive director form of government and provides wastewater services, river research, river restoration, and environmental education.

All activities of the LRECD are accounted for in a single enterprise fund. Total operating budget for fiscal year 2023 is \$18,835,976. The LRECD currently employs approximately 84 full time employees. Interested firms who wish to review prior years' Annual Comprehensive Financial Report or budget documents for the current fiscal year can download the reports from the LRECD's website [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org).

### **4. MINIMUM QUALIFICATIONS TO BID**

To be eligible to respond to this RFP, the proposing firm shall demonstrate that they have been continuously engaged in providing similar audit services to those specified herein for a minimum of five (5) years. The proposing firm must also demonstrate the following:

1. The audit firm must be independent and licensed to practice in the State of Florida.
2. The audit firm has no conflict of interest with regard to any other work performed by the firm for the District.
3. A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

### **5. DRUG FREE WORKPLACE**

Any Proposer that meets the requirements of Florida Statute 287.087 shall receive preference should a tie occur in the ranking of the Responses by the selection committee.

## **6. INSURANCE REQUIREMENTS**

Before execution of the contract by the LRECD and commencement of the services to be provided, and during the duration of the contract, the successful Firm shall file with the LRECD current certificates of all required insurance on forms acceptable with the LRECD. The successful Firm shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the type and to the limits specified herein.

The Certificates shall clearly indicate that the Firm has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

The following insurance coverages are required:

1. Workers' Compensation – The Firm shall provide coverage for its employees with statutory workers' compensation limits. Said coverage shall include a waiver of subrogation in favor of the District and its agents, employees and officials.
2. Commercial General Liability – The Firm shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$1,000,000 per occurrence.
3. Business Automobile Liability – The Firm shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum of \$300,000 for Property Damage Liability, or a single limit of \$300,000.
4. Professional Liability (Errors & Omissions) – The Firm shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per occurrence.

The LRECD shall be specifically included as an additional insured to the above policies, and insurer shall agree to waive all rights of subrogation against the LRECD, its officers, officials, employees and volunteers for losses arising from work performed by the Firm for the LRECD.

## **7. NATURE OF SERVICES REQUIRED**

### **A. Scope of Work to be Performed**

The examination will be a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the LRECD's financial statements. The examination should be to the extent necessary for the Auditor to express an opinion on the fairness with which the financial statements present the financial position, results of operations and changes in cash flows in conformity with generally accepted accounting principles. Audits are to be performed in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, provisions of the Federal Single Audit Act Amendments of 1996, and OMB Circular A-133,



Audits of State and Local Governments and the provisions of the Florida Single Audit Act, Chapter 10.550, Rules of the Auditor General, and any other rules, regulations, statutes, ordinances or orders which may pertain to the agreement.

## **B. Reports to be Issued**

Following the completion of the audit of the fiscal year's financial statements, the auditor must prepare reports required by adherence to the auditing standards listed in Section A above, including but not limited to:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
2. A report on the internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with *Governing Auditing Standards*;
3. A report on compliance and internal control over compliance applicable to each major federal program and state financial assistance project, if required;
4. A management letter required by Section 10.550, Rules of the Auditor General;
5. An independent accountant's report on Compliance with Section 218.415, Florida Statutes.

The reports on compliance must consider all material instances of noncompliance and internal control deficiencies over financial reporting to be considered material weaknesses. All nonmaterial instances of noncompliance must be communicated to management. Auditors must make an immediate, written report of all irregularities and illegal acts of which they become aware to the appropriate LRECD personnel (which include the Executive Director, Director of Finance and Administration, the LRECD Governing Board) as well as the LRECD attorney.

## **C. Report Preparation and Distribution**

Following the completion of the audit of the fiscal year's financial statements, the auditor must compile the financial statements and notes to the financial statements based on information provided by the LRECD. The Director of Finance and Administration will be responsible for review and approval of those financial statements prior to their issuance. Final report printing and binding of the Annual Comprehensive Financial Report (ACFR) will be the responsibility of the auditing firm. The auditor will be responsible for providing three (3) hard copies and one (1) electronic, searchable, PDF version of the ACFR to the LRECD.

The Auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America no later than the February board meeting following the fiscal year end, along with the required reports on internal control structure and compliance with laws and regulations. Extensions for time of completion may be granted for good cause by the LRECD.

#### **D. Special Considerations**

The LRECD will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the LRECD to meet the requirements of that program in all years of the engagement. An Executive Summary is to be provided for the presentation to the LRECD Governing Board.

The auditor must also prepare the financial report provided to the Department of Financial Services.

#### **E. Assistance to be Provided to the Auditor**

The LRECD will be responsible for providing the Transmittal Letter, Management's Discussion and Analysis, and the Statistical Section of the ACFR; pro-formas and editing will be the responsibility of the auditor.

The Director of Finance and Administration will be available during the audit to assist the firm by providing information, documentation and explanations, and such other audit tasks that will serve to expedite the audit.

#### **F. Working Papers and Access to Working Papers**

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 LRECD of the need to extend the retention period. The auditor will be required to make working papers available, upon request, by the Executive Director or the Director of Finance and Administration.

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.

#### **G. Identification of Anticipated Potential Audit Problems**

The proposal should identify and describe any anticipated audit problems, the firm's approach to resolving these problems, and any special assistance that will be required from the LRECD.

#### **H. Additional Services**

During the course of this contract, the LRECD may require consulting services.

### **8. PROPOSAL REQUIREMENTS**

#### **A. Proposal Format**

The proposal should be submitted in PDF format on DemandStar.

## **B. Proposal Content**

In order to maintain comparability and enhance the review process, proposals must be organized in the manner specified below and include all information required herein:

- 1. Title Page** showing the Request for Proposals number, subject, the Proposer name, address, telephone number, and email address of the contact person and the date of the proposal.
- 2. Table of Contents**
- 3. Transmittal Letter** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The signer must have the authority to bind the proposer to the submitted proposal.
- 4. Technical Proposal** The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. 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 proposal requirements.

### **THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT**

The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements. While additional data may be presented, the following subjects must be included:

- i. Independence**  
The firm shall provide an affirmative statement that it is independent of the LRECD as defined by generally accepted auditing standards.
- ii. License to Practice in the State of Florida**  
An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.
- iii. Firm Qualifications and Experience**  
The proposal shall state the size of the firm, the size of the firm's governmental audit staff and the number and nature of the professional staff

to be employed on this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

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

The firm must provide an affirmative statement that they are in good standing with the American Institute of Certified Public Accountants. The firm should 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 any information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state or federal regulatory bodies or professional organizations.

**iv. Partner, Supervisory and Staff Qualifications & Experience**

The firm must identify the principal, supervisory and management staff, including engagement partners, managers, other supervisors, specialists, and staff who will be assigned to the engagement and indicate whether each such person is registered to practice as a certified public accountant in the State of Florida. The firm shall provide as much information as possible regarding the government auditing experience of each person, including relevant continuing professional education for the last two (2) years, the number of years of local government audit experience, and experience as it relates to the latest GASB pronouncements. The firm should also indicate how the quality of staff over the term of the agreement will be assured.

Audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

**v. Similar Engagements with other Governments**

For the firm's office that will be assigned the responsibility of 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 RFP. Indicate the scope of work, engagement partners, total hours, and the name, telephone number and email address of the principal client contact.

Identify all current government clients for which you will engage as auditor for the fiscal year ending September 30, 2023.

Provide the services provided, dates of service, and name and telephone number of the principal client contact for all entities cancelling or terminating your services within the last five (5) years. Also, describe the reason(s) for cancellation or termination.

**vi. 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 7 of this RFP.

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

- Proposed segmentation of the engagement.
- Level of staff to be assigned to each proposed segment of the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document an understanding of the LRECD's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of test of compliance.
- Procedures for reporting fraud, illegal acts, or significant internal control deficiencies to clients.
- Firm philosophy and its procedures in formulating management letter comments.
- Describe the firm's procedure in monitoring the progress of the audit and communicating same to the client while the audit is in progress.

**vii. Identification of Anticipated Potential Audit Problems**

The proposal shall 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 LRECD.

**viii. Public Entity Crimes**

Proposer shall provide a signed statement of Public Entity Crimes as provided in Florida Statutes Chapter 287.133(2)(a).

**5. Sealed Dollar Cost Bid**

**i. Total All-Inclusive Maximum Price**

The sealed dollar cost bid must contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. Proposed annual fees must be

provided for fiscal years ending September 30, 2023, 2024, 2025, 2026, 2027, and 2028.

The District will not be responsible for expenses incurred in preparing and submitting a response. Such costs should not be included in the proposal.

The sealed dollar cost bid must be signed and include certification that the person signing the sealed dollar cost bid is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the LRECD.

**ii. Single Audit**

For each fiscal year, provide a fee for a Single Audit, which will be conducted as necessary.

**iii. Rates for Additional Professional Services**

Provide a single hourly rate for additional professional services if it becomes necessary for the LRECD to request the auditor to render any additional services.

**iv. Manner of Payment**

Progress payments will be made on the basis of hours of work completed during the course of the engagement. All invoices for fees, services, or costs shall have sufficient detail to demonstrate compliance with contract terms.

**v. Termination of Awarded Contract**

Unless otherwise agreed to by the LRECD, any contract resulting from the RFP may be terminated by the LRECD without cause upon a ten (10) business day written notice. Termination is effective upon the 10<sup>th</sup> day as counted from the date of the written notice. In the event of termination, the Auditor will be entitled to compensation for all services rendered up to the termination date on a pro-rata basis, which are within the proposal.

**9. EVALUATION AND AWARD PROCESS**

**A. Evaluation and Award**

The LRECD will select proposals deemed most qualified based on the submittal criteria. The Auditor Selection Committee will rank those proposers whose proposals are deemed most qualified.

The LRECD reserves the right to select the proposal which in the opinion and sole discretion of the LRECD will be in the best interest of and/or most advantageous to the LRECD. The LRECD reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

**B. Auditor Selection Committee**

A four (4) member Auditor Selection Committee, approved by the Loxahatchee River Environmental Control District Governing Board, will convene, review and discuss all proposals submitted at an open meeting.

**C. Phase I - Evaluation of Technical Proposals**

The Auditor Selection Committee will individually rank the proposals based on the Evaluation Criteria listed herein. The full Audit Selection Committee will then convene to review and discuss these evaluations. Committee members may revise their initial ranking based on these discussions. Finally, the Auditor Selection Committee will combine the individual rankings to arrive at a composite ranking for each firm.

After an initial evaluation of all written proposals, the Auditor Selection Committee may request the highest ranked proposers to provide an oral presentation. Such presentations will provide firms with an opportunity to answer any questions from the Auditor Selection Committee. If necessary, these presentations will tentatively be scheduled for the morning of June 13, 2023, and will be limited to fifteen (15) minutes per respondent. Respondents will be notified on or before June 7, 2023, if they have been selected to make a presentation to the Auditor Selection Committee. The evaluation criteria may be changed for the oral presentation evaluation phase. Finalists will be informed as to the revised criteria prior to their oral presentation.

**D. Phase 2 – Evaluation of Sealed Dollar Cost Bid**

After the Technical Proposals are scored, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the bid price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. The Sealed Dollar Cost Bid will be worth 10 points. Points for this criterion will be awarded using the following formula:

$$s = \left[ 1 - \frac{(b - a)}{a} \right] X 10$$

a=dollar amount of lowest bid price

b=dollar amount of bid price to be evaluated

s=sealed dollar cost bid score (rounded to the nearest 10<sup>th</sup> of a point)

**E. Award**

Scores from the evaluation of the technical proposal and the sealed dollar cost bid will be totaled to determine the Proposers final score. This RFP will generally be awarded to the Proposer who scores the highest number of points or highest ranked qualified firm; otherwise, the Auditor Selection Committee must document in its public record the reason for not recommending the highest-ranked qualified firm.

The Auditor Selection Committee will submit a recommendation to the LRECD Governing Board at the June 15, 2023, Governing Board meeting for final approval. The LRECD Governing Board will make its final selection as required by Section 218.391, Florida Statutes. Nothing herein will

prevent the LRECD from assigning work to any proposer deemed responsive and responsible. The LRECD will be the sole judge of its own best interest, in the proposals, and the resulting negotiated agreement. The decision of the LRECD Governing Board will be final.

**F. Evaluation Criteria**

The criteria and weights herein will be utilized in the evaluation of the proposals. The Auditor Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the LRECD, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience of the Firm and Staff, Technical Approach to the Project/Scope of Work, and Fees.

- |  |                  |
|--|------------------|
| <b>1. Expertise and Experience</b>   | <b>40 points</b> |
| <ul style="list-style-type: none"><li>• Qualifications and experience of the proposing company and assigned staff</li><li>• The firm’s past experience and performance on comparable government engagements</li><li>• The audit firm is independent and licensed to practice in Florida</li><li>• Rating of external peer review</li><li>• The ability to perform additional services and provide technical support throughout the period of the engagement</li><li>• The quality, expertise and experience of the firm’s professional personnel to be assigned to the engagement</li><li>• The firm’s past experience and performance with ACFR</li></ul> |                  |
| <b>2. Audit Approach</b>   | <b>30 points</b> |
| <ul style="list-style-type: none"><li>• The adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel</li><li>• Responsiveness of the proposal in clearly stating an understand of the work to be performed</li><li>• Effectiveness and efficiency of the audit approach and the ability to provide the required services within the required timeline</li><li>• Adequacy of sampling techniques</li><li>• Adequacy of analytical procedures</li></ul>   |                  |
| <b>3. Response of References</b>   | <b>10 points</b> |
| <b>4. Continuing Professional Education</b>  | <b>5 points</b>  |
| <ul style="list-style-type: none"><li>• The firm making continuing professional education opportunities for staff of the LRECD’s Finance Department by sharing in-house or local training opportunities</li></ul>  |                  |
| <b>5. Other</b>  | <b>5 points</b>  |
| <ul style="list-style-type: none"><li>• Location of the firm</li><li>• Volume of work in process</li><li>• Time frames and deliver dates/project schedule</li><li>• Overall completeness, clarity and quality of proposal</li></ul>  |                  |
| <b>6. Price</b>  | <b>10 points</b> |



**EXHIBIT I**  
**DRAFT AUDIT SERVICES AGREEMENT**

THIS Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the Auditor, whose Federal I.D. or Social Security number is \_\_\_\_\_, and Loxahatchee River Environmental Control District (the “LRECD”), 2500 Jupiter Park Drive, Jupiter, Florida 33458.

W I T N E S S E T H

WHEREAS, the Auditor has proposed to provide the LRECD with certain professional services as more fully described herein (Services); and

WHEREAS, the LRECD desires to engage the Auditor to perform the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

**ARTICLE 1 – SERVICES**

The Auditor will examine the books and records of the LRECD and provide audit opinions, management letters and other reports, all as detailed in the Exhibit A “Statement of Work”, attached hereto and incorporated herein.

**ARTICLE 2 – TERM OF THE AGREEMENT AND SCHEDULE**

The term of the agreement shall be for an initial period of three (3) years to cover the fiscal years ending September 30, 2023, September 30, 2024 and September 30, 2025.

The Auditor shall commence services upon execution of this agreement by both parties and complete all services by March 31, following the close of the fiscal year. By sole option of the LRECD, the LRECD’s Board may extend the Agreement for up to three (3) additional years [subject to mutual agreement upon terms of compensation to the Auditor for the option period(s)].

**ARTICLE 3 – TOTAL COMPENSATION**

A. Annual compensation for the audits shall be:

Fiscal Year	Total Fee	Additional Services	Single Audits
2023	\$	<i>Attach schedule of hourly rates</i>	\$
2024	\$	<i>Attach schedule of hourly rates</i>	\$
2025	\$	<i>Attach schedule of hourly rates</i>	\$
2026	\$	<i>Attach schedule of hourly rates</i>	\$
2027	\$	<i>Attach schedule of hourly rates</i>	\$
2028	\$	<i>Attach schedule of hourly rates</i>	\$

B. The auditor will invoice the LRECD each year for work performed under this Agreement on the basis of the percentage of the work completed. It is expressly understood that any incidental or out-of-pocket costs incurred by the Auditor are covered by the total compensation and are not to be billed separately. Invoices received from the Auditor based on this Agreement will be reviewed and approved by the Finance Department.

**ARTICLE 4 – CHANGES IN SERVICES**

The LRECD and the Auditor recognize that the scope of the services and the compensation under this Agreement are predicated upon current audit requirements imposed by laws, regulations and professional standards relating to such services. The LRECD and the Auditor further recognize that the scope of services and compensation under this Agreement are predicated upon expectations of reasonable cooperation with the Auditor by the LRECD pursuant to this Agreement, and the absence of any irregularities or extraordinary circumstances which might necessitate the extension of audit services beyond the normal scope of auditing services.

Should irregularities or the absence of such reasonable cooperation increase the level of services required under applicable law, regulations or professional standards, or other unforeseen conditions be encountered which might necessitate the extension of auditing work beyond the scope of normal auditing procedures, the Auditor agrees to advise the LRECD promptly in writing of the circumstances and to request an equitable adjustment in the maximum fee before significant additional time is incurred by the Auditor. Any such requests shall be in writing and shall contain a detailed explanation of why the adjustments are necessary.

The Auditor’s proposed equitable adjustment must be based on the schedule of hourly rates provided under Article 3.A. (above) and a reasonable estimated time accounting for the additional services.

**ARTICLE 5 – ADDITIONAL SERVICES**

In the event the LRECD and the Auditor mutually agree that the Auditor will provide additional services, the terms and total amount for additional services shall be separately negotiated for a not-to-exceed amount calculated in accordance, for each proposed project, with the schedule of hourly rates provided under Article 3.A (above).

## ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Auditor shall also act as the execution of a truth-in-negotiation certificate certifying that the estimated time charges, wage rates, over-head charges and other costs used to determine the compensation provided for this Agreement are accurate, complete and current as of the date of this Agreement.

## ARTICLE 7 – CANCELLATION OF AGREEMENT

Either the LRECD or the Auditor may cancel this Agreement for the fiscal years 2024 and/or 2025 by written 30 day notice to the other party given no later than June 1<sup>st</sup> prior to the end of the fiscal year next subject to audit. The parties agree that such cancellation shall only be for cause and after appropriate discussion with the other party.

## ARTICLE 8 – PERSONNEL

The Auditor represents that it has all necessary personnel required to perform the services under this Agreement. Such personnel are not employees of or have any other contractual relationship that would create a conflict with the LRECD.

All of the services required hereunder shall be performed by the Auditor and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services. The Auditor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Auditor's personnel, while on the LRECD property, will comply with all LRECD requirements governing conduct, safety and security.

## ARTICLE 9 – ASSIGNMENT

The Auditor may not delegate its duties hereunder or assign, hypothecate or in any manner transfer this Agreement or any rights hereunder.

## ARTICLE 10 – FEDERAL AND STATE TAX

The LRECD is exempt from payment of Florida Sales and Use Taxes. The Auditor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the LRECD, nor is the Auditor authorized to use the LRECD's Tax Exemption Number in securing such materials.

## ARTICLE 11 – INSURANCE

A. Prior to execution of this Agreement by the LRECD, and annually during the life of this agreement, the Auditor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that

the Auditor has obtained insurance of the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the LRECD. Compliance with the foregoing requirements shall not relieve the Auditor of its liability and obligations under this Agreement.

- B. The Auditor shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000 insuring against claims for errors and omissions of employees of the Auditor. This insurance shall be provided on an occurrence basis.
- C. The Auditor shall maintain, during the life of this Agreement, commercial general liability insurance, including contractual liability insurance in the minimum amount of \$1,000,000 for injury to one person in one accident, occurrence or casualty and not less than \$3,000,000 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of foregoing, a combined single limit of \$3,000,000.
- D. The Auditor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Auditor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Auditor or by anyone directly or indirectly employed by the Auditor.
- E. The Auditor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Auditor shall specifically include the LRECD as an "Additional Insured".

#### ARTICLE 12 – INDEMNIFICATION

The Auditor hereby indemnifies and holds harmless the LRECD and any and all of its board members, officers, employees, agents and independent contractors (the "LRECD's Group") from and against all liabilities, obligations, claims, damages, penalties, costs and expenses, including, but not limited to, court costs, expert witness fees and attorneys' fees and expenses for which the LRECD's Group may become obligated or liable by reason of:

- a. Any willful or negligent acts, errors or omissions, or acts of misconduct by the Auditor, its employees, agents or subcontractors in the performance of this Agreement; and
- b. Any breach of this Agreement; and
- c. Any injury to or death of persons or loss of or damage to property in connection

with, or as a result of, negligent or willful acts or omissions of the Auditor, its employees, agents or subcontractors in the performance of this Agreement.

### ARTICLE 13 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### ARTICLE 14 – EXCUSABLE DELAYS

The Auditor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Auditor and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and labor disputes.

Upon the Auditor's request, the LRECD shall consider the facts and extent of any failure to perform the work and, if the Auditor's failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the LRECD's rights to change, terminate or stop any or all of the work at any time.

### ARTICLE 15 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Auditor shall deliver to the LRECD's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the LRECD under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the LRECD or at its expense will be kept confidential by the Auditor and will not be disclosed to any other party, directly or indirectly, without the LRECD's prior written consent unless required by a lawful order. All programs, data bases, reports and other data developed, or purchased, under this Agreement for or at the LRECD's expense shall be and remain the LRECD's property and may be reproduced and reused at the discretion of the LRECD.

The LRECD and the Auditor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

## ARTICLE 16 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Auditor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the LRECD. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Auditor's sole discretion, supervision and control. The Auditor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Auditor's relationship and the relationship of its employees to the LRECD shall be that of an Independent Contractor and not as employees or agents of the LRECD. The Auditor does not have the power or authority to bind the LRECD in any promise, agreement or representation other than specifically provided for in this agreement.

## ARTICLE 17 – CONTINGENT FEES

The Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Auditor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Auditor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## ARTICLE 18 – ACCESS AND AUDITS

The Auditor shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The LRECD shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Auditor's place of business.

## ARTICLE 19 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable costs, charges and expenses incurred in connection therewith, including attorneys' fees at trial and on appeal.

## ARTICLE 20 – AUTHORITY TO PRACTICE

The Auditor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the LRECD's representative upon request.

## ARTICLE 21 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 22 - PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## ARTICLE 23 – NOTICE

All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by the LRECD or Auditor, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given (i) when delivered in person, or (ii) when mailed by United States registered or certified mail, full postage prepaid, return receipt requested, or (iii) when sent by special courier (FedEx or like service), addressed as follows:

Auditor's Name:

Company Name:

Company Address:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE

JUPITER, FLORIDA 33458

Attention: D. Albrey Arrington, Ph.D., Executive Director

## ARTICLE 24 – MISCELLANEOUS

- A. This Agreement sets forth all the rights and obligations of the parties with respect to the Services. This Agreement supersedes all prior agreements and understandings of any nature on this subject matter and may be modified only by an instrument executed by both parties by their duly authorized persons. This Agreement is binding upon and inures to the benefit of the LRECD and Auditor, as well as their permitted assigns.
- B. The failure of either party, in any one or more instances, to insist upon strict performance of any of the terms of this Agreement or to exercise any right herein conferred, shall not

be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon such terms or rights in any other instances. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

IN Witness WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

"Auditor"

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

\_\_\_\_\_

Attest:  
(SEAL)

LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT  
the "LRECD"

By: \_\_\_\_\_  
Matt Rostock, Governing Board Chair

Attest:  
(SEAL)



## **REQUIRED FORMS**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133, FLORIDA STATUTES**

**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 Loxahatchee River Environmental Control District in conjunction with the proposal for services.

by \_\_\_\_\_  
Print individuals name and title

for \_\_\_\_\_  
Print name of entity submitting sworn statement

Business address:  
\_\_\_\_\_  
\_\_\_\_\_

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 with the United States, including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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, non-jury 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 proposes or applies to propose 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. You must 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)

7. I understand that “judgment” as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment entered against it?

No

Yes (If yes, provide a copy of the judgment)

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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Personally known or produced identification (circle one) \_\_\_\_\_  
\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature )

(stamp)

Commissioned name of Notary Public \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify:

6. That I am the \_\_\_\_\_ of the corporation  
(OFFICER TITLE)

Named: \_\_\_\_\_  
which is chartered under the laws of the State of \_\_\_\_\_; and

7. That \_\_\_\_\_, who signed this Proposal  
(NAME)  
or contract on behalf of the corporation, was then \_\_\_\_\_ and,  
(OFFICER TITLE)

8. That said Proposal or contract was duly signed for and on behalf of said corporation by authority of its governing body and bylaws, and that such authority is within the scope of its corporate powers.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

Corporate Seal

**DRUG FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
(Name of Business)

- 9.** 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.
- 10.** Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- 11.** Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 12.** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 13.** 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.
- 14.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Business Name