

# Pinellas Suncoast Fire & Rescue District Board of Fire Commissioners



October 17, 2023



# Pinellas Suncoast Fire & Rescue

304 FIRST STREET  
INDIAN ROCKS BEACH, FLORIDA 33785-2587

(727) 595-1117 FAX: (727) 250-0111  
www.psfrd.org

FIRE CHIEF  
JEFFREY DAVIDSON

## MEETING NOTICE THIS MEETING IS OPEN TO THE PUBLIC

October 17, 2023

The Workshop Meeting begins at 6:00 pm  
The Regular Meeting begins immediately after the Workshop Meeting

**LOCATION:**  
Belleair Beach City Hall  
444 Causeway Boulevard  
Belleair Beach, FL 33786

### AGENDA

WORKSHOP MEETING

MEETING CALLED TO ORDER  
PLEDGE OF ALLEGIANCE

ROLL CALL

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ADDITIONS OR DELETIONS TO AGENDA:

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**GENERAL REMARKS FROM THE AUDIENCE:** *Any member of the public may comment on any NON-AGENDA or other relevant topic not set on the DISCUSSION ITEM list during this time. When called upon to speak, the speaker will state their full name and address. There will be a 3-minute time limit per speaker.<sup>1</sup>*

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**DISCUSSION ITEMS:** *Any member of the public may comment on any DISCUSSION ITEM list during this time. Please note the CHAIR will call for public input during the time the DISCUSSION ITEM is being considered by the Board. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker.<sup>2</sup>*

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ADJOURNMENT

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<sup>1</sup> Please see Note as to Public Input.

<sup>2</sup> Please see Note as to Public Input.

**REGULAR MEETING**

**MEETING CALLED TO ORDER**

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**ADDITIONS OR DELETIONS TO AGENDA:**

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**MONTHLY BUSINESS:**

1. Approval of Minutes: September 27, 2023 Budget, Workshop, and Regular Meetings
2. Treasurer's Report: September, 2023
3. Correspondence

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**GENERAL REMARKS FROM THE AUDIENCE:** *Any member of the public may comment on any NON-AGENDA or other relevant topic not set on the ACTION ITEM list during this time. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker<sup>3</sup>.*

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**REPORTS:**

1. COMMISSION
2. ATTORNEY
3. FIRE CHIEF

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**ACTION ITEMS:** *Any member of the public may comment on any ACTION ITEM during this time. Please note the CHAIR will call for public comment during the time the ACTION ITEM is being considered by the Board. When called upon to speak, the speaker will state their full name and address. There will be a 3 minute time limit per speaker.<sup>4</sup>*

<b>23-38 Request for Proposal (RFP) #24-001 Request for Auditing Services</b>	<b>Finance Director</b>
<b>23-39 District Legal Counsel Name Change – Golden Albinson Proulx, Attorneys at Law</b>	<b>Attorney</b>
<b>23-40 Declared Surplus Property</b>	<b>Finance Director</b>
<b>23-41 Fire Chief Evaluation – October 2023</b>	<b>Chair</b>

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**ADJOURNMENT**

**NEXT MEETING: Workshop and Regular Meetings, November 21, 2023, at  
6:00 p.m. at the Indian Shores Municipal Building.**

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<sup>3</sup> Please see Note as to Public Input.

<sup>4</sup> Please see Note as to Public Input.

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**Pinellas Suncoast Fire & Rescue District  
Board of Fire Commissioners**

**Public Meeting and Public Hearing Information**

**Requirements for Appeal**

Persons are advised that if they wish to appeal any decision made at a meeting/hearing, they will need a record of the proceedings; and for such purpose, they may need to ensure that a verbatim transcript of the meeting is made, which record includes the testimony and evidence upon which the appeal is made.

It is not the responsibility of the Secretary to provide the above-referenced verbatim record. The Secretary will provide an audio recording of the meeting, upon request and payment for the materials used for the recording.

**Public Input**

Persons wishing to speak during any Meeting or Public Hearing should try to complete a Citizen Comment Request Card at the entrance of the meeting room and submit the card to the Secretary to the Board. During each session, the Chair will call for Public Input at the appropriate times. The Board wishes to receive public input on all matters set for discussion on the agenda and on relevant topics that are not on the agenda. When recognized by the Chair and called to the podium, speakers should give their name and address for the record.

Persons may speak on an agenda item when the Board has finished their discussion on that item and prior to the vote. To speak on a non-agenda item, speakers will be called during the "General Remarks from the Audience" section of the agenda.

Please note that the Board reserves the right to adjust the time allotted to each speaker as the Chair deems proper to allow for meaningful input and a fair chance to be heard and to allow the Board fair time to undertake its duties and obligations.

**When is the appropriate time to address my agenda item at a meeting?**

When your non-agenda or agenda item comes up and our Chairperson call for Public Input, that means that the Board desires to take "public input". This is the time to get up and speak. While we understand that some of you might be nervous to speak in public, please note that every effort will be made to help you feel comfortable. When called to the podium, please come to the podium and try to speak so that your input can be heard by the entire Board as well as by the other persons present. Please give your name and address for the record and feel proud that you have participated in "government in the sunshine!"

### **Accommodations**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (*free of charge*) should contact the Pinellas Suncoast Fire & Rescue District Administration at (727) 595-1117 ext. 100 no later than forty-eight (48) hours prior to the proceeding. If contact is made after that time the District may not have sufficient time to make special accommodations.

**REQUEST FOR PROPOSALS FOR  
INDEPENDENT AUDITING SERVICES  
FOR PINELLAS SUNCOAST FIRE & RESCUE DISTRICT**

**RFP #24-001**

**INDEPENDENT AUDITING SERVICES**

RFP DUE DATE/TIME	November 22, 2023, 2:00 p.m.
LAST DAY FOR QUESTIONS	November 22, 2023, 2:00 p.m.
RFP NUMBER	#24-001
POINT OF RECEIPT	304 1 <sup>st</sup> Street Indian Rocks Beach, FL 33785

**REQUEST FOR PROPOSALS FOR  
INDEPENDENT AUDITING SERVICES  
FOR PINELLAS SUNCOAST FIRE & RESCUE DISTRICT**

**RFP #24-001**

**Date: October 25, 2023**

Sealed proposals will be received by the Pinellas Suncoast Fire & Rescue District Administration, located at Pinellas Suncoast Fire & Rescue District, 304 1<sup>st</sup> St, Indian Rocks Beach, Florida 33785, until:

**2:00 p.m. EST, November 22, 2023  
FOR INDEPENDENT AUDITING SERVICES**

Said proposals should conform to the specifications outlined in the request for proposal. The District reserves the right to reject any and all offers and to waive minor informalities.

Each responder shall submit seven (7) sealed responses, one (1) marked original and six (6) copies, and one (1) electronic copy enclosed and secured in an envelope to the District Administration by the date indicated clearly marked RFP #24-001. Late offers will be rejected.

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PART I: MINIMUM REQUIREMENTS/EVALUATION CRITERIA FOR RFP #24-001 INDEPENDENT AUDITING SERVICES

PART II: INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

PART III: SPECIFIC PROPOSAL REQUIREMENTS

*If you have any questions regarding the Request for Proposal, please contact Erin Brooks, Finance Director (727) 595-1117 or [ebrooks@psfrd.org](mailto:ebrooks@psfrd.org).*

**PART I**  
**MINIMUM REQUIREMENTS/EVALUATION CRITERIA**  
**FOR RFP #24-001 INDEPENDENT AUDIT SERVICES**

Purpose

In accordance with Section 218.391, Florida Statutes, the Board of Fire Commissioners of the Pinellas Suncoast Fire & Rescue District is requesting proposals from Certified Public Accounting firms to conduct an audit of the financial statements of the Pinellas Suncoast Fire & Rescue District for a five-year (5) period beginning with the fiscal year ended September 30, 2023. The audit agreement is subject to annual approval by the Board with grounds for termination including but not limited to poor performance, not adhering to time schedules, and excessive fee increases.

Scope of Work

1. The financial audit shall be performed in accordance with *Government Auditing Standards* promulgated by the Comptroller General of the United States, the Rules of the Auditor General, Chapter 10.550, and all other applicable reporting rules for independent special districts in the State of Florida. Other anticipated services include, but are not limited to:
  - a. An audit of the financial statements of the governmental activities, each major fund, the budgetary comparisons for the general fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements.
  - b. Federal or state single audit reports (if certain thresholds are met).
  - c. Application of limited procedures to the District's required supplementary information in accordance with auditing standards generally accepted in the United States of America.
  - d. An examination of the District's compliance with Section 218.415, Florida Statutes, in accordance with attestation standards established by the American Institute of Certified Public Accountants.
  - e. An audit of the Schedule of EMS Funding Received and EMS Allowable Costs Incurred for the District.
  - f. Reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
  - g. Assist in preparing the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America based on information provided by the District.
2. In addition to the Independent Auditor's Report prepared in accordance with *AICPA Professional Standards* pursuant to Auditor General Rule 10.556(10), the Firm agrees to prepare the following reports during the term of the contract:
  - a. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
  - b. Schedule of Expenditures of Federal Awards and State Financial Assistance, if required.



- c. Management Letter.
  - d. Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes.
  - e. All other reports as required by Federal or State regulatory agencies or generally accepted principles.
3. The entity to be audited includes all District fund types, including the General Fund and Capital Projects Fund.
  4. The auditor in charge of the engagement or the field audit manager must be available to attend up to two public meetings for discussion of the audit progress and final report.
  5. The Firm agrees to provide all equipment, materials, supplies and personnel services to perform the audit. The District agrees to provide, at no cost, all postage and copying costs necessary to perform the audit.
  6. By submitting a proposal, the Firm acknowledges that during the proposal period the District may add or delete funds, incur additional debt, engage in new governmental ventures, and otherwise modify or expand its current operations. Modifications to the existing contract terms should not be necessary unless the changes are significant to the District as a whole and require substantial changes in the audit plan or scope.
  7. The District uses the services of third-party custodians and administrative support for the benefit plans, deferred compensation plan, Worker's Compensation claims, and other insurance related matters as required.

#### Background

The Pinellas Suncoast Fire & Rescue District invites Independent Certified Public Accountants, who are licensed to practice in the State of Florida, to submit proposals for the performance of an examination of its financial statements for the fiscal year ending September 30, 2023, with the expectation of a five-year (5) contract with annual renewal options thereafter, subject to the mutual satisfaction of both parties.

#### General Information

1. The Pinellas Suncoast Fire & Rescue District is an independent special fire district of the State of Florida, located in Pinellas County, Florida. The District was incorporated in 1953 under the provisions of Chapter 29438, Laws of Florida, under a Board of Commissioners structure. In June 2000, the Charter was amended and restated. The District is approximately 19 square miles in area. The District was organized to prevent and control damage, destruction or injury to people or property by fire, disaster, or other emergencies and to provide Emergency Medical Services to citizens in need in accordance with an agreement with the Pinellas County Board of Commissioners. The District has a five-member Board of Fire Commissioners, a District Attorney and 42 employees.
2. Copies of the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022, and prior, and the FY 2024 Operating and Capital Budget are available on the District's website, [www.psfird.org](http://www.psfird.org).
3. The District's accounting system is substantially automated. The general ledger accounting, payroll, and capital assets are fully automated. Access to the computer system will be made available to the auditors.
4. The District participates in the Florida Retirement System and uses the services of third-party

custodians and administrative support for the benefit plans, deferred compensation plan, Worker's Compensation claims, and other insurance related matters as required.

5. The District was the recipient of three (3) state and federal grants during Fiscal Year 2023.
6. The District has no internal audit department. Accounting and Finance Division personnel include the Finance Director and the District Administrator who are available to assist with the preparation of account analyses, schedules, etc.
7. The Board of Fire Commissioners has appointed an audit committee comprised of two Fire Commissioners and one citizen member. The District's Financial Director and District Administrator are assisting the Committee in their duties.

#### Other Performance Specifications

1. To qualify as the District's external auditor, the following minimum requirements must be met:
  - a. The firm must have been established as a legal entity, be licensed in the State of Florida, and have performed continuous CPA services for a minimum of five (5) years.
  - b. The firm must submit an affirmation that the proposer meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, most recent revision, published by the U.S. General Accounting Office, and as specified by generally accepted governmental auditing standards.
  - c. The firm must submit an affirmation that the proposer does not have a record of substandard audit work.
  - d. Government Auditing Standards (the Yellow Book) requirements related to governmental auditing by the State of Florida requires partner and in-charge auditor to have completed CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements.
  - e. The firm has no conflict of interest with regard to any other work performed by the firm for the District.
2. Field work shall be completed by April 15 each succeeding year.
3. The auditors shall submit, no later than May 1st of each year, a draft of the management letter, which shall identify material weaknesses and significant deficiencies observed in the system of internal accounting control, assess their effect on financial management and propose steps to eliminate the weaknesses. The final management letter shall be submitted in "printer's proof" format no later than ten business days following the draft.
4. The auditor shall, without charge, make their work papers available to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations.

Anticipated Timeline of Events

October 25, 2023	Request for Proposal Announcement (Direct Solicitation, Newspaper & Website Posting)
November 22, 2023 2:00pm (EST)	Proposals Due and Deadline for Questions
November 28, 2023 6:00pm (EST)	Auditor Selection Committee Meeting: Initial Ranking and Review of Proposals <i>Belleair Beach City Hall</i>
December 6, 2023 6:00pm (EST)	Auditor Selection Committee Meeting: Interview Selected Firms <i>Belleair Beach City Hall</i>
December 14, 2023 6:00pm (EST)	Auditor Selection Committee Meeting: Final Ranking and Recommendation <i>Belleair Beach City Hall</i>
December 19, 2023 6:00pm (EST)	Board of Fire Commissioners Meeting: Selection of Auditor <i>Belleair Beach City Hall</i>

*Please visit our website for any changes to the above schedule, [www.psfrd.org](http://www.psfrd.org).*

## PART II

### INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

#### Definitions (as used herein)

1. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.
2. The term "proposal" means the offer of qualitative evaluations by the proposer.
3. The term "professional services" means those services of architects, auditors, engineers, landscape architects, lawyers, surveyors and any other professional service as determined by the District.
4. The term "proposer" means the one making an offer.
5. The term "District" means the Pinellas Suncoast Fire & Rescue District.
6. The term "Board" means the governing body of the Pinellas Suncoast Fire & Rescue District.

#### Preparation, Submission, and Receipt of Request for Proposals

1. Proposers are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the District or the compensation to the vendor. Failure to do so is at the proposer's risk. The proposer shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the cover page.
2. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be finest quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
3. Proposals shall be submitted in the format described in this document; other formats will be rejected. Unless otherwise stated within the minimum requirements, responses to the RFP shall be seven (7) sealed responses, one (1) marked original and six (6) copies, and one (1) electronic copy enclosed and secured in an envelope submitted for evaluation purposes. The envelope shall show the RFP number.
4. The firm should retain a copy of all documents for future reference.
5. Failure to follow the instructions in the Request for Proposal is cause for rejection of offer.
6. Proposals must be received before the specified date and time as designated in the RFP. A list of firms who submitted proposals will be furnished upon request. Late proposals will be rejected.
7. The District is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered.
8. Email proposals will not be considered. However, proposals may be modified by email provided such notices are received prior to the time and date specified.
9. Exhibit Forms must be completed and attached to the proposal.

#### Acceptance of Offer

The contract will be awarded to the most responsible responsive proposer whose proposal best meets the minimum requirements, and criteria set forth in this RFP.

The District reserves the right to accept or reject any and all proposals or parts of proposals, and waive minor informalities.

### Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the District's Finance Director. Should it be found necessary, a written addendum will be incorporated in the Request for Proposal. The District will not be responsible for any oral instructions, clarifications, or other communications.

### Right to Reject Proposal

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The District will not pay costs incurred by any proposer in the preparation of proposals.

### Evaluation Criteria

Proposals will be evaluated by the Auditor Selection Committee and the Proposer will be selected based on, but not limited to, the following weighted criteria:

1. Qualifications and Experience (20 points)
  - a. Quality and experience with government engagements of comparable size and complexity.
  - b. Quality and experience of the firm's professional auditing personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
  - c. Quality and experience of the firm's professional IT auditing personnel assigned to the engagement.
  - d. Quality and experience of the firm's professional auditing personnel assigned to perform the audit.
2. Audit Approach (20 points)
  - a. Completeness of the response to the RFP.
  - b. Adequacy of the general overall audit plan.
  - c. Recent, current and projected workload of auditing personnel to be assigned to the engagement.
  - d. Adequacy of proposed staffing plan for the audit.
3. Responses of references (20 points)
4. Oral Presentation – Maximum of 10-minute opening presentation to be followed by questions posed by the Audit Committee. (20 points)
5. Costs – Costs will not be given predominant consideration as part of the evaluation criteria. (5 points)
6. Delivery – Ability to deliver fiscal year end September 30, 2023 audit by May 31, 2024, and in no case later than June 30, 2024. (15 points).

The selected proposer(s) response to stated criteria may be verified by the District. This verification may consist of reference checks, interviews, and site visits.

### Compensation

Compensation, which is determined to be fair, competitive and reasonable will be considered during the negotiations of a final contract with the selected Proposer.

### Payment

Progressive payments will be made as work is performed but will not exceed 50% of the total contract

amount until issuance of a final audit opinion and all required reports.

#### Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the awarded Proposer of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

#### Conflict of Interest

The Proposer acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes, including but not limited to the prohibition against gratuities and kickbacks.

The Proposer certifies that, to the best of his/her knowledge or belief, no elected/appointed official or employee of the District, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the Proposer, on company letterhead, must divulge at the time of the proposal submittal, any relative, or other than those already specified, of an elected/appointed official or employee of the District who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The District, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

#### Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awardee 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, for a CATEGORY TWO for a period of 36 month from the date of being placed on the convicted vendor list.

#### Default of Contract

In case of default by the Proposer, the District may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

#### Modification for Changes

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the District unless made in writing with the same formalities as the original contract and approved by the Board.

#### Order or Precedence

In the event of an inconsistency between the provisions of the RFP, the inconsistency shall be resolved by

giving precedence in the following order: (a) Instructions to Proposers and General Provisions; and (b) the minimum requirements.

#### Examination of Records

The Proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date of the contract is completed and accepted by the District. If any litigation is started before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the District. Should any questions arise concerning this contract, the District and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at District expense. Proposers shall be authorized to retain microfilm copies in lieu of original records if they so desire.

#### Hold Harmless

The parties recognize that the Proposer is an independent contractor. The Proposer agrees to assume liability for and indemnify, hold harmless, and defend the District, its Commissioners, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the District, its Commissioners, officers, employees, agents, and attorneys, excluding only the sole negligence of the District, its Commissioners, officers, employees, agents and attorneys. The Proposer's liability hereunder shall include all attorney's fees and costs incurred by the District in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against the District and the Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

#### Responsible Vendor Determination

Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

#### Qualification of Proposer

A Proposer may be required, before the award of any contract, to show to the complete satisfaction of the District that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

#### Disqualification of Proposer

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the

Proposers, and participants in such collusion will not be considered in future proposals for the same work.

#### Applicable Law and Venue

The Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

#### Public Records Responsibilities

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Proposer on behalf of the District, Proposer shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), required by the District to perform the work contemplated by this Agreement; (b) upon request from the District’s custodian of public records, provide the District with a copy of the request Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Proposer does not transfer the records to the District in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the District, in its sole and absolute discretion, requests that all Public Records in possession of Proposer be transferred to the District, Proposer shall transfer, at no cost, to the District, all Public Records in possession of the Proposer within thirty (30) days of such request or (ii) if no such request is made by the District, Proposer shall keep and maintain the Public Records required by the District to perform the work contemplated by this Agreement. If Proposer transfers all Public Records to the District pursuant to (d)(i) above, Proposer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the District and provide the District with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Proposer keeps and maintains Public Records pursuant to (d)(ii) above, Proposer shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology of the District. If Proposer does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the District may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Proposer is acting on behalf of the District.

**Proposer understands and agrees to abide by all applicable public records laws and obligations incurred as a result of contracting with a public entity in the State of Florida. Proposer will be responsible for the maintenance and disposition of all public records within its possession in**



accordance with Chapter 119, Florida Statutes, and any applicable exemptions. **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIMBERLY HAMPTON AT (727)595-1117, [khampton@psfrd.org](mailto:khampton@psfrd.org), 304 1<sup>st</sup> St, Indian Rocks Beach, FL 33785.**

Attorney Fees

In the event of legal action or other proceeding arising under this Contract, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute rule or guideline.

**PART III**  
**SPECIFIC PROPOSAL REQUIREMENTS**

Format

*To assure consistency, proposals must conform to the following format:*

Cover Letter

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Sections:

- A. Introduction
- B. Qualifications/Experience of Proposer, Partner(s), Supervisor(s) and Staff
- C. Other Relevant Information
- D. Similar Engagements with Other Government Entities and References
- E. Audit Approach
- F. Cost and Time
- G. Independence and Prior Engagements with the District
- H. License to Practice in Florida
- I. Exhibit Attachments

Section A – Introduction

This section should contain information about your firm's experience and background. Include complete information regarding experience in this type of government audit service, number of years, number of employees, etc.

Section B – Qualifications

This section should contain qualifications of personnel. Please submit resumes of key personnel who will be assigned to this contract.

Section C – Other Relevant Information

This section should address any other information necessary for a full understanding of your services in addition to the two questions below:

1. Submit a copy of the firm's most recent external quality control review report.
2. Disclose and explain if your firm has been subject to any disciplinary actions during the past three years.

Section D- Similar Engagements with Other Government Entities and References

Provide a listing of all governmental clients serviced during the last three years by the designated office that will provide audit services to the District, including former clients that the designated office no longer serves. Provide name of client, contact person, phone number, and date of services performed, and an overview of the services provided.

Section E – Audit Approach

This section should clearly describe the detailed audit approach and methodology for meeting objectives. Please note the following:

1. Describe the overall approach that the firm would take in this audit engagement including the extent to which statistical sampling techniques will be used.

2. Describe the approach that will be used to review the adequacy of the District's system of internal controls.
3. Describe the approach that will be taken in auditing Information Systems.
4. Describe the approach that will be used in testing for legal compliance.
5. Describe the firm's reaction to each of the following:
  - a. While many firms establish "firm policies" on Generally Accepted Accounting Principles (GAAP) for which existing GAAP is unclear, please address the steps that would be taken if, where there is not established GAAP and the District proposed to take an alternative approach to the "firm's policy."
  - b. If a question of GAAP interpretation arises between District staff and the audit team, what steps would be taken to adequately determine the actual intent/direction for the available/applicable guidance?
6. Describe the process that the firm will take to produce a meaningful "management letter".
7. Describe the method and work plan for auditing pending Government Accounting Standards Board (GASB) pronouncements in the initial contract year and/or any subsequent years. The District plans to implement all GASB pronouncements by the required year and usually not prior.

#### Section F – Cost and Time

Cost will not be the sole or predominant factor in evaluation of qualified proposals. The costs proposed for each year of the engagement must be separately stated for each fiscal year-end under proposal. The costs proposed must include schedule of fees and expenses that support the total all-inclusive maximum price, including hours and hourly rates by position, anticipated out-of-pocket expenses, and the firms proposed reimbursement rates for travel, lodging, and substance. All expenses will be charged against the total all-inclusive maximum price submitted by the firm. Please use Exhibit A as a guide.

#### Section G – Independence and Prior Engagements with the District

The firm should provide an affirmative statement that it is independent of the District as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards. The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the District for the past five (5) years. In addition, the firms shall give the District written notice of any professional relationships entered into during the period of this agreement that would impair independence.

#### Section H – License to Practice in Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.

#### Section I – EXHIBIT ATTACHMENTS:

- A. Cost and Time
- B. Insurance Requirements Checklist
- C. Affirmations
- D. Public Entity Crime Affidavit

**EXHIBIT A  
COST AND TIME**

The undersigned proposer does hereby agree to furnish the District the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

	HOURS	QUOTED HOURLY RATES	TOTAL
PARTNERS		\$	\$
MANAGERS		\$	\$
SUPERVISORY STAFF		\$	\$
STAFF		\$	\$
OTHER (SPECIFY)		\$	\$
SUB-TOTAL		\$	\$

Total for services described in Part I, within the section titled Scope of Work of the Request for Proposal (provide detail on separate schedule)

Out-of-pocket expenses: \$ \_\_\_\_\_  
 Meals & Lodging \$ \_\_\_\_\_  
 Transportation \$ \_\_\_\_\_  
 Other (specific) \$ \_\_\_\_\_  
 Sub-total \$ \_\_\_\_\_

Total for all-inclusive maximum price for FY23 audit \$ \_\_\_\_\_  
 Total for all-inclusive maximum price for FY24 audit \$ \_\_\_\_\_  
 Total for all-inclusive maximum price for FY25 audit \$ \_\_\_\_\_  
 Total for all-inclusive maximum price for FY26 audit \$ \_\_\_\_\_  
 Total for all-inclusive maximum price for FY27 audit \$ \_\_\_\_\_

**NOTE: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.**

**EXHIBIT B**  
**INSURANCE REQUIREMENTS CHECKLIST**  
**Items marked "X" must be provided**

  X   **General Liability** **Minimum Limits Required**  
  x   Commercial General Liability \$ 2,000,000 General Aggregate  
  x   Occurrence Form \$ 1,000,000 Product/Completed Operations  
 Agg. \_\_\_\_\_ \$ 1,000,000 Personal & Advertising Injury  
 \_\_\_\_\_ \$ 1,000,000 Each Occurrence  
 \_\_\_\_\_ \$ \_\_\_\_\_

  X   **Automobile Liability**  
 Owned, Hired & Non-Owned \$ 1,000,000 Combined Single Limit per Occurrence

  X   **Worker's Compensation and Employer's Liability** **Statutory**  
 \$ 100,000 Each Accident  
 \$ 500,000 Disease - Policy Limit  
 \$ 100,000 Disease - Each employee

  X   **Professional Liability - Errors & Omissions** (\*To be completed by Bidder)  
 \* Deductible: \$ \_\_\_\_\_ \$ 2,000,000 Aggregate  
 \* Claims Made (Y/N): \_\_\_\_\_ \$ \_\_\_\_\_ Each Claim  
 \* Occurrence (Y/N): \_\_\_\_\_  
 \* Defense included in Limits (Y/N): \_\_\_\_\_

\_\_\_\_\_ **Builder's Risk/Installation Floater** (\* To be completed by Bidder)  
 \* Flood Included \$ \_\_\_\_\_ Limit \$ \_\_\_\_\_ 100% of Completed or Installed Value  
 \* Transportation Included \$ \_\_\_\_\_ Limit All-Risk Form  
 \* Storage Included \$ \_\_\_\_\_ Limit

**District Must Be A Named Insured. Copy of Policy Will Be Required.**

\_\_\_\_\_ **Other**  
 \_\_\_\_\_ \$  
 \_\_\_\_\_ \$

  X   The Certificate of Insurance must show the District, its elected officials and employees as an additional insured. The Certificate shall bear the requisite endorsements providing that the District is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

  X   Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Vendor/Subcontractor shall immediately forward to the District any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

  X   Certificates must identify bid number and bid title.

  X   Subcontractors must carry same Insurance limits.

  X   Insurance Carrier must have an AM Best Rating of A-VII or better.

  X   The District reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP.

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**Statement of Proposer:**  
**We understand the requirements requested and agree to comply fully.**

\_\_\_\_\_  
**Proposer - Authorized Signature**

**A complete copy of this form with original signature must accompany RFP**

**EXHIBIT C**  
**AFFIRMATIONS**

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Pinellas Suncoast Fire and Rescue District (“District”) for this proposal, and further, no District official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Proposer or person, firm, or corporation, to put in a sham proposal, or to have any other person, firm or corporation refrain from responding. Further, the Proposer has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said proposal or proposals of any other Proposer, or to secure any advantage against the District or any person, firm, or corporation.
- 2) The below signed Proposer agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Proposer further agrees to hold harmless, defend and indemnify the District and its agents from any losses, including attorney’s fees, incurred as a result of the Proposer’s failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this proposal are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Proposer represents that the Proposer has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Proposal (RFP) Documents, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EO’s), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Proposal and the scope of work or that may in any manner affect performance of the work.
- 5) The Proposer shall comply with all requirements, stipulations, terms, and conditions as stated in the RFP documents.
- 6) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP.
- 7) The Affiant named below is officially authorized to represent the Proposer in whose name the proposal is submitted.
- 8) The undersigned hereby agrees to abide by all of the terms and conditions of the RFP.

- 9) The Proposer hereby warrants that the Proposer has all required licenses, if any, to perform the services required by this RFP and that such licenses will be in full force and effect throughout the duration of the performance of the scope of work of the RFP and that any and all subcontractors to be employed by the Proposer shall have all appropriate licenses to provide the services required under their subcontract.
  
- 10) The Proposer hereby warrants that all services to be provided under this RFP shall be completed in a timely fashion pursuant to an Agreement with the District and that time is of the essence.
  
- 11) The Proposer agrees that if requested by the District, the Proposer shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the Proposer's proposal and the Proposer's ability to perform the scope of work of the RFP.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Electronic Mail Address

\_\_\_\_\_  
Occupational License Number

\_\_\_\_\_  
EIN

**EXHIBIT D  
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to the Pinellas Suncoast Fire and Rescue District, by:

\_\_\_\_\_

(Printed individual's name and title)

\_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is:

\_\_\_\_\_

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

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



binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

\_\_\_\_\_  
Affiant Signature  
Print name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was subscribed and acknowledged before me by [ ] physical presence or [ ] online notarization by

\_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_

(Responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Responder) this \_\_\_ day of

\_\_\_\_\_, 2023

Personally Known or Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NOTARY SEAL