

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS

RFP NO. 26-003

INDEPENDENT FINANCIAL AUDIT SERVICES

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals (RFP) from qualified firms to perform independent financial audit services.

The deadline for submission of sealed Proposals is 2:00 P.M. ET, September 23, 2026.

The opening of the Proposals is open to the public and will be at District headquarters. Provisions will be made to accommodate those with a disability provided the District is given at least 72 hours advance notice. All Proposals must conform to the instructions in this RFP and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete RFP package from the District's website at: (<http://www.nwfwater.com>), from the DemandStar website at: (<https://www.demandstar.com/app/login>), or from the State of Florida's Vendor Information Portal website at: (<https://vendor.myfloridamarketplace.com/>).

Table of Contents

Section	Title	Page
1	Introduction	3
2	Proposed Schedule	3
3	Instructions to Proposers	4
4	Key Points	9
5	Statement of Work	14
6	Response Forms	29
7	Draft Agreement	42

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
850-539-5999
850-539-2777 (Fax)
800-913-1518 (Florida only)
www.nwfwater.com

SECTION 1 - INTRODUCTION

The Audit Selection Committee for the Northwest Florida Water Management District (District) is conducting this Request for Proposals (RFP) from qualified certified public accounting firms for audit services of the District's financial statements. On an annual basis, the District is required by Florida Statutes to have an audit performed on its financial statements for each fiscal-year period. Audits are conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the single Audit Act of 1984 as amended in 1996 and 2003; the provisions of Title 2 U.S. Code of Federal Regulations Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and Chapter 10.550, Rules of the Florida Auditor General, and include tests of accounting records and a determination of major programs in accordance with 2 CFR Part 200, Subpart F – Audit Requirements.

The Audit Committee is composed of three Governing Board members who will evaluate and score the proposals. It is the intent of the District to contract with the firm with the highest ranking, using the evaluation criteria specified in the RFP. The contract shall be for a base term of three (3) years, starting with auditing the financial statements and single audits for the current fiscal year ending September 30, 2026, with options to renew the agreement for three (3) subsequent one-year terms, subject to the mutual agreement of both parties and available funding.

SECTION 2 - PROPOSED SCHEDULE

August 26, 2026	Release of Request for Proposal.
September 9, 2026, 2:00 p.m. ET	Deadline for written questions. All questions are to be submitted by email to Amanda.Bedenbaugh@nwfwater.com .
September 11, 2026, 5:00 p.m. ET	Answers posted on the District Website, DemandStar, and the State of Florida's Vendor Information Portal by 5:00 p.m.
September 23, 2026, 2:00 p.m. ET*	Proposals must be submitted on DemandStar no later than 2:00 p.m. and will be opened at that time.
October 14, 2026, 11:30 a.m. ET*	Audit Selection Committee Meeting, approximately 11:30 a.m. at District Headquarters in Havana. *
October 14, 2026, 1:00 p.m. ET*	Governing Board consideration of recommendation of Audit Selection Committee at 1:00 p.m. at District Headquarters in Havana. *

* Denotes a public meeting.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

Delivery of Proposal:

It is the obligation of the proposer to ensure that they have reviewed all amendments, addenda, and all questions and answers to this RFP as posted on the District website, DemandStar, and the State of Florida's Vendor Information Portal to ensure that the proposer responds to the most current information before uploading to DemandStar.

Respondents must submit proposals electronically through DemandStar. **Submissions will be accepted through DemandStar only.**

- 1) Submittals are accepted through the District's online bid system, DemandStar. Respondents must be registered with DemandStar in order to submit their responses on the DemandStar website. To register, please visit the DemandStar website at: www.demandstar.com/app/registration.
- 2) For instructions on how to complete a free registration with DemandStar, please consult the [District's DemandStar overview](#).
- 3) Instructions for submitting an online proposal are available on the District's website at: <https://nwfwater.com/business-finance/district-procurement/>.

Proposals not submitted through DemandStar do not constitute "delivery" and are not considered "received by" the District as required by this RFP. Submittal of proposals other than through DemandStar shall not be accepted. It is the respondent's responsibility to ensure his/her proposal submission is delivered at the proper time. **Proposals that are, for any reason, received after the established deadline will not be considered.**

A respondent may withdraw a Proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw Proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the Proposal. Proposals, once opened, become the property of the District and will not be returned to the respondents.

Pursuant to Section 119.071, Florida Statutes, proposals received by the District in response to this RFP will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the Proposals, whichever is earlier. If the District rejects all Proposals and concurrently provides notice of its intent to reissue the RFP, the rejected Proposals remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued RFP or until it withdraws the reissued RFP. A Proposal is not exempt for longer than 12 months after the initial notice rejecting all Proposals.

Proposal packages are to be uploaded to DemandStar no later than 2:00 p.m. ET September 23, 2026. Proposals received after this time, for any reason, will be rejected.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Submittals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Response, as

submitted. All addenda become part of the Agreement.

This procurement is conducted under the rules, policies, and procedures of the District and the District's Governing Board. This procurement is not conducted pursuant to Ch. 287, Florida Statutes, except where explicitly provided by law. The District's rules, policies, and procedures are available by contacting the procurement officer found below:

Amanda Bedenbaugh
81 Water Management Drive
Havana, FL 32333
850-539-5999
Amanda.Bedenbaugh@nwfwater.com

Questions:

To provide equal opportunity and ensure the same information is provided to all proposers, all questions must be submitted by email to the District's procurement officer, Amanda Bedenbaugh, at Amanda.Bedenbaugh@nwfwater.com. The questions with answers will be posted on the District website www.nwfwater.com, DemandStar, and the State of Florida's Vendor Information Portal, on September 11, 2026, on or before 5:00 p.m. Questions cannot be answered via telephone or other verbal communication.

RESPONDENTS TO THIS SOLICITATION OR PERSONS ACTING ON THEIR BEHALF SHALL NOT CONTACT, BETWEEN THE RELEASE OF THE SOLICITATION AND THE END OF THE 72-HOUR PERIOD FOLLOWING THE DISTRICT POSTING THE NOTICE OF INTENDED AWARD, EXCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS, ANY EMPLOYEE OR OFFICER OF THE DISTRICT, EXECUTIVE OR LEGISLATIVE BRANCH CONCERNING ANY ASPECT OF THIS SOLICITATION, EXCEPT IN WRITING TO THE PROCUREMENT OFFICER OR AS PROVIDED IN THE SOLICITATION DOCUMENTS. VIOLATION OF THIS PROVISION SHALL BE GROUNDS FOR REJECTING A PROPOSAL.

Proposal Document Requirements: The proposal document must include the following information in the following order:

Part 1: Title Page: Use Form provided in Section 6

The title page should show the RFP #, title of proposal, name of the firm submitting the proposal, name and title of official authorized to negotiate and contractually bind for the firm, street address, city, state, and zip code, telephone #, Federal Tax Identification #, Florida Board of Accountancy License #, the date, and the authorized official's email address.

Part 2: Transmittal Letter: This letter should be placed on the Respondent's letterhead and not exceed two (2) pages in length. It must include:

- An affirmative statement that the respondent is duly licensed under Chapter 473, Florida Statutes, as a certified public accounting firm and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy (FBOA).

- An affirmative statement that the respondent meets the appropriate criteria for independence as defined by the American Institute of Certified Public Accountants and generally accepted government auditing standards as set for by the U.S. General Accounting Office's Government Auditing Standards.
- Briefly state the respondent's understanding of the work to be done, and the commitment to perform the work within the specified time period.
- A statement of why the respondent believes itself to be the best qualified to perform the engagement.
- A statement that the proposal is a firm and irrevocable offer for 90 days after the required submission date of the proposal.
- The names of the individuals who will be authorized to make representations for the firm, their titles, mail (street) addresses, email addresses, and telephone numbers.
- Signature of an official authorized to negotiate for and bind the firm as identified on the Title Page and be the same individual who signs the Cost Proposal Form.

Part 3: Organizational Profile and Qualifications: This part of the proposal shall include the following information about the firm:

- a. A profile of the firm's history, and whether it is local, regional, or national, and office locations. Identify the primary office that will be responsible for this engagement. Address overall experience providing audit services and in preparing and auditing governmental financial statements, including experience with state and local government entities, including special districts, in Florida. Include the number of professional staff in the firm and how many focus on governmental audits.
- b. Firm financial statements for the past two years, annual reports, or other similar evidence of Respondent's financial stability.
- c. Provide a copy of the firm's Florida Board of Accountancy license.
- d. Provide a copy of the firm's Certification from the Florida Secretary of State verifying respondent's corporate, limited liability company, or partnership status and good standing. If respondent is an out-of-state corporation, limited liability company, or partnership, provide a certification from the governing office of the respondent's home state verifying the respondent's corporate status and good standing and provide evidence of authority from the Florida Secretary of State to conduct business in the State of Florida.
- e. A description of the firm's experience with specific state and federal grant programs, particularly with the types of grants related to the District which are listed in Exhibit 3 - Schedule of Expenditures of Federal Awards and State Financial Assistance.
- f. A copy of the Respondent's most recent peer review, with a statement whether that quality control review included a review of specific government engagements.
- g. Results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.
- h. Respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with state regulatory bodies or professional organizations.

- i. A summary of any litigation filed against the Respondent in the past three (3) years that is related to services that the Respondent provides in its regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- j. A statement to address whether the respondent has ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this proposal or a prior entity that the respondent substantially operated or controlled. If yes, describe the nature and result of the proceedings and the entity involved.
- k. A statement to address if any conflict of interest exists; specifically, disclosing the name of any officer, director, board member, or agent who is also an employee of the State of Florida, any of its agencies, or of the District. Further, disclose the name of any state employee, Board member, or District employee who owns directly or indirectly an interest of five percent (5%) or more in the firm, its subsidiaries, or branches. If none, state none.
- l. A statement that the respondent understands and will comply with Section 20.055(5), Florida Statutes, as it pertains to cooperating with the Inspectors General.

Part 4: Personnel Qualifications and Experience: This section is to contain qualifications and experience of the personnel expected to conduct the services identified in this RFP. Include the following:

- a. Identification of the partner in charge of the audit, principal supervisory and management staff, including any engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. The position titles in this section must match the job titles listed in the "Schedule of Cost". The Respondent shall provide the following information on each employee:
 - 1. Formal education;
 - 2. Length of employment with the firm;
 - 3. Supplemental education relative to governmental accounting and auditing;
 - 4. Governmental auditing experience;
 - 5. Professional recognitions such as Certified Public Accountant, awards, etc.;
 - 6. Information on relevant continuing professional education for the past two years; and
 - 7. Membership in professional organizations (e.g., AICPA, FICPA, FGFOA, GFOA, AGA) and if served on national and state accounting boards, committees, or associations (past and present).
- b. A resume for each employee to be assigned to perform the District's audit.
- c. How the Respondent will ensure that staff quality is maintained over the term of the Agreement.
- d. An indication of the availability of the Respondent and the individuals proposed to provide the service within time requirements. Identify the extent and nature of any anticipated outside consultants/support.

Part 5: References, Prior Governmental Audit Experience, and Performance: This section is to contain a list of at least three (3) Florida governmental clients for whom the Respondent provided independent audit engagements of a similar nature to the requested Statement of Work in the last five (5) years. A standardized **Performance Survey Questionnaire** completed by each public entity listed as a reference must be included in the proposal. The District may not be a reference. **Respondent shall use the Forms provided in Section 6.**

A. References and Prior Governmental Audit Experience: Use the Form provided in Section 6 to provide the following information for each client:

- a. Public entity name and address;
- b. Scope of Work;
- c. Start and Completion dates (month and year);
- d. Total Hours;
- e. Engagement partners, total hours; and
- f. Name, address, and telephone number of the principal client that the District may contact.

B. Performance Survey Questionnaire: Use the Form provided in Section 6

The objective of this process is to identify the past performance of the Respondents submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to current or past clients. The clients should return the survey forms directly to the Respondent. The Respondent is to include all surveys in their proposal.

The Respondent shall send Performance Survey Questionnaires to the three (3) public entities included as references above. The public entities shall evaluate the Respondent, score, and sign the survey provided in Section 6. The three (3) completed Performance Survey Questionnaires are to be included in Part 5 of the proposal directly behind the References page.

The District may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

Part 6: Technical and Management Approach: This part of the proposal is to explain the requested Statement of Work as understood by the respondent including:

- a. A statement of the proposed work objectives and scope.
- b. Audit methodology and rationale for the proposed approach.
- c. Proposed engagement management plan, including staffing assignments, sampling techniques, analytical procedures, internal controls, and compliance testing with laws and regulations.
- d. Other value-added services as part of the audit process or offered by the respondent.
- e. A list of resources and equipment to be provided by the District, if any.
- f. A list of resources and business equipment supplied and used by the Respondent.

Part 7: Cost Proposal: This part of the proposal shall include the Total Cost of the Proposal and the Staffing Schedule and Hourly Rates. It shall contain all pricing information relative to performing the audit engagement as described in this RFP. The total proposal cost is to contain

all direct and indirect costs including all out-of-pocket and travel expenses. Respondent shall use the Form and Template provided in Section 6.

A. Cost Proposal: Use the Form provided in Section 6 to provide the following information:

1. Respondent's name and contact information.
2. The total proposal cost for each year of the three-year engagement for Year 1 Fiscal Year ending September 30, 2026, through Year 3 ending September 30, 2028, to include audit services for Fiscal Years 2025-26, 2026-27, and 2027-28.
3. The proposed cost escalation or de-escalation, if any, for the potential three one-year renewals for audit fiscal years 2028-29, 2029-30, and 2030-31.
4. Read the statement of understanding and sign by the Respondent's authorized representative.

B. Staffing Schedule and Hourly Rates: Use the Template provided in Section 6 to provide the first three (3) fiscal year engagements proposed staffing plan, hours, and hourly rates.

For each Job Title, as identified in Part 4: Personnel Qualifications and Experience, who would be assigned to the engagement provide the following:

1. Estimated number of hours anticipated for the engagement.
2. All-inclusive hourly rate (includes direct, indirect, travel, and out-of-pocket costs).

The District may require the Auditor's assistance to comply with audit requirements which may include implementing and complying with new reporting requirements mandated by the Governmental Accounting Standards Board (GASB), and assistance throughout the year to discuss various accounting related issues prior to the year-end audit. The District is anticipating that this type of assistance will be minimal and will be included in the overall cost of audit services. The selected auditor shall provide reasonable assistance to the District's auditing entities at no additional fee.

However, if the District requires material additional assistance to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in a task order to the contract between the District and the successful Respondent. Any agreed upon task orders issued will provide compensation in addition to the annual contracted amount. Any such additional work agreed to between the District and the successful Respondent shall be performed at the same rates set forth in the schedule of fees and expenses included in the Schedule of Costs, unless otherwise authorized in writing by the District through an amendment to the contract.

Part 8: Submittal Form: Use Form provided in Section 6. The submittal form must be completed and included at the end of the proposal.

Tax Exemption Notice: The District is exempt from state sales tax.

SECTION 4 – KEY POINTS

Any material submitted in response to this RFP (except trade secrets as defined in Section 812.081, F.S.) will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. Any claim of

confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S. It is the responsibility of the proposer to specifically identify any trade secret information contained in the proposal by clearly marking each page and section which contains trade secrets as defined by Section 812.081, F.S. The successful respondent's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this RFP.

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a Proposal in response to this RFP. Respondents should prepare the Proposals simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

Evaluation of Proposals:

Evaluation of the submitted proposal materials will be conducted by the Audit Selection Committee of the Northwest Florida Water Management District using these five (5) criteria (focus areas) and assigned weights to determine the desired firm. The evaluation score or rating scale is as follows:

More than adequate	8 – 10
Adequate	5 – 7
Less than adequate	1 – 4
Not addressed / no response.....	0

	Criteria	Weight	Score	Total (Weight x Score)
1	Organization Profile and Experience	25	Max=10	Max=250
2	Personnel Qualifications and Experience	25	Max=10	Max=250
3	References, Prior Governmental Audit Experience and Performance	20	Max=10	Max=200
4	Technical and Management Approach	20	Max=10	Max=200
5	Cost Proposal - The responsive and responsible Respondent whose proposed three-year cost is the lowest will receive a Cost Effectiveness score of 10. All other responses will be scored proportionately using the following formula: Multiply the lowest cost by 10, divide that amount by the other proposed amounts to determine the Cost Effectiveness score for each Respondent	10	Max=10	Max=100
	TOTAL	100		Max=1,000

A proposal's score for ranking purposes is the average of the Audit Selection Committee members' total weighted score for that proposal. For example, if a proposal receives three weighted scores of 800, 880, 900, the proposal's weighted score would be 860.

The agency clerk will open the proposals in accordance with the schedule shown above. The procurement officer will review the contents of each submittal to ensure all the mandatory elements have been properly completed and submitted.

Each member of the Audit Selection Committee will have access to proposals downloaded from DemandStar and will independently evaluate each proposal using the scores as prescribed above. During the evaluation process, the District reserves the right, where it may serve the District's interests, to request additional information from Respondents for clarification purposes only.

Each criterion is weighted so that the score given for a criterion will be multiplied by the assigned weight. The total weighted score from each member for a proposal will be averaged and will become the score for that proposal. The Audit Selection Committee members will meet in person, as shown in Section 2 – Proposed Schedule, to finalize the ranking and selection, based on the evaluation criteria. All responsive proposals will be ranked in order from highest to lowest score and serve as the recommended ranking of the Audit Selection Committee, unless otherwise documented during the Audit Committee meeting. If fewer than three firms respond to the RFP, the Audit Selection Committee will recommend such firms as it deems to be the most highly qualified.

The Audit Selection Committee will recommend the selected firm to the Governing Board as shown in Section 2 – Proposed Schedule. Upon approval by the Governing Board to award audit services, the District shall enter into a contract with the respondent who submits a proposal judged to be the most advantageous taking into consideration the evaluation criteria set forth in this RFP and the ranking of the Audit Selection Committee.

The final selection of an Auditing Firm by the Governing Board of the Northwest Florida Water Management District will be based on the proposal which best meets the needs of the District. Price is not the sole or predominant factor used to select a firm. The District reserves the right to reject any or all proposals.

Should the District be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm will be terminated and the District will then undertake negotiations with the second most qualified firm. Failing to accord with the second most qualified firm, the District will then terminate negotiations and undertake negotiations with the third most qualified firm. The District may reopen formal negotiations with any of the top three firms but may not negotiate with more than one firm at a time. Should the District be unable to negotiate a satisfactory contract with any of the ranked firms, the District may select additional firms in the order of their competence and qualifications and continue negotiations until an agreement is reached, or the District may, at its option, terminate all negotiations and re-bid.

Challenge of Solicitation Process: If a potential respondent protests any provisions of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the request for proposal on the District's website. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

Challenge of District's Intent to Award Contract: If a respondent intends to protest the District's intent to award contract, the notice of intent to protest must be filed in writing within 72 hours

after posting of a notice of intent to award contract and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

Publicity: The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this RFP or the service or any project to which it relates.

Equal Opportunity: The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that respondents submit evidence of such designation with their Proposal. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

Americans With Disabilities Act: The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions, including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Jack Furney, Division of Administrative Services at 850-539-5999 or 800-913-1518 (Florida only). The District's fax number is 850-539-2777.

Minority Business Enterprises: The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. The District encourages participation by minority business enterprises. Whenever two or more service providers are ranked equally, a minority business enterprise shall be given preference in the award process.

Veteran's Preference: In the absence of minority business enterprise, whenever two or more service providers are ranked equally by the Selection Committee, a veteran-owned business enterprise shall be given preference in the award process.

ADA Compliance: For all electronic deliverables due under the contract resulting from this RFP, the vendor must ensure that those deliverables and all supporting documents are accessible according to s. 282.603, Florida Statutes, and Section 508 of the Rehabilitation Act of 1973 relating to the creation and use of electronic documents. This requirement applies to editable formats, such as Microsoft Word, as well as portable document formats (PDF).

Drug Free Workplace Act: The selected proposer shall certify that it has established a drug free workplace.

Social, Political, and Ideological Interests: In accordance with s. 287.05701, F.S., the District shall not request documentation of or consider a respondent's social, political, or ideological interests in determining if the respondent is a responsible vendor. The District shall not give preference to a respondent based on the respondent's social, political, or ideological interests.

Public Entity Crime: In accordance with ss. 287.133, 287.134, and 287.137, F.S., a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO, unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send an email to purchasingcustomerservice@dms.fl.gov.

Scrutinized Company: Section 287.135, Florida Statutes, states "A company or other entity is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) One hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. 215.4725, F.S, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or
2. Is engaged in business operations in Cuba or Syria.

Insurance Requirements: If awarded, PROPOSER shall represent and guarantee that all employees, agents, servants or representatives of the respondent, and all employees, agents, servants, or representatives of subcontractors are covered by workers' compensation insurance. Prior to entering into contract with the District, respondent agrees to furnish the District certificates of insurance on all insurance, naming District as additional insured for items 2 and 3 below, providing evidence that respondent has in full force and effect the following minimum insurance with insurers authorized to do business in the State of Florida:

1. Workers' compensation insurance as required above.
2. Motor vehicular liability insurance with limits of not less than \$1,000,000 combined single limit which insurance shall be applicable to any and all vehicles utilized by respondent to provide the services requested by District.

3. General liability insurance for all services rendered by respondent for the requested services with a minimum of \$1,000,000 personal and advertising injury and \$1,000,000 general aggregate.

The certificate of insurance shall also provide that District be notified in writing by the carrier at least 30 days prior to any cancellation of said insurance.

Rejection of Responses: The District reserves the right to reject any and all bids or other proposals submitted in response to District invitation. The District also reserves the right to waive any minor deviations in an otherwise valid proposal.

RESPONDENTS TO THIS SOLICITATION OR PERSONS ACTING ON THEIR BEHALF SHALL NOT CONTACT, BETWEEN THE RELEASE OF THE SOLICITATION AND THE END OF THE 72-HOUR PERIOD FOLLOWING THE DISTRICT POSTING THE NOTICE OF INTENDED AWARD, EXCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS, ANY EMPLOYEE OR OFFICER OF THE DISTRICT, EXECUTIVE OR LEGISLATIVE BRANCH CONCERNING ANY ASPECT OF THIS SOLICITATION, EXCEPT IN WRITING TO THE PROCUREMENT OFFICER OR AS PROVIDED IN THE SOLICITATION DOCUMENTS. VIOLATION OF THIS PROVISION SHALL BE GROUNDS FOR REJECTING A PROPOSAL.

Renewal of Contract: The initial contract shall be for a period of three (3) years with the potential for three (3) subsequent one-year renewals based upon the same terms and conditions or terms more favorable to the District, and mutual agreement of the District and the Contractor.

SECTION 5 - STATEMENT OF WORK

PART I - NATURE OF SERVICES REQUIRED

A. BACKGROUND

On an annual basis, the District is required by Florida Statutes to have an audit performed on its financial statements for each fiscal-year period. Audits are conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended; 2 CFR Chapter I and Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and Chapter 10.550, Rules of the Auditor General, and include tests of accounting records and a determination of major programs in accordance with 2 CFR Part 200, Subpart F – Audit Requirements.

B. SCOPE

1. The successful Respondent, hereinafter Auditor, will express an opinion on the fair presentation of the District's basic financial statements in conformity with generally accepted accounting principles.
2. The Auditor will be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted government auditing standards.

3. The Auditor will conduct a single audit of Federal awards as prescribed in the single Audit Act of 1984, as amended.
4. The Auditor will conduct a single audit of State awards as prescribed in the Florida Single Audit Act.
5. The Auditor will conduct the audit in accordance with the provisions of Chapter 10.550, Rules of the Auditor General.

C. AUDITING STANDARDS

To meet the requirements of this RFP, the audit will be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Professional Accountants (AICPA).
2. Standards for financial audits set forth in the U.S. Government Accountability Office's Generally Accepted Government Auditing Standards (GAGAS), also known as the Yellow Book (current version in effect for the audit period).
3. Provisions of 2 CFR Part 200, Subpart F and any other applicable circular issues by the U.S. Office of Management and Budget (OMB).
4. Single Audit Act of 1984, as amended and updated.
5. Florida Single Audit Act, Section 215.97, Florida Statutes.
6. Rules adopted by the Auditor General for form and content of local governmental entity audits (Chapter 10.550, Rules of the Florida Auditor General).

D. WORK PRODUCTS REQUIRED

The Auditor shall provide the following:

1. An Independent Auditor's Report on the Financial Statements, Notes to the Financial Statements, Required Supplementary Information, and Other Supplemental Information prepared in accordance with generally accepted accounting principles.
2. Independent Auditor's Report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles.
3. Audit Reports in accordance with the Single Audit Act of 1984, as amended and the Florida Single Audit Act including:
 - a. Schedule of Expenditures of Federal Awards and State Financial Assistance
 - b. Note to Schedule of Expenditures of Federal Awards and State Financial Assistance
 - c. 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 Governmental Auditing Standards*
 - d. Independent Auditor's Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance Required by the *OMB Uniform Guidance*
 - e. Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major State Project and on Internal Control Over Compliance *in Accordance with Chapter 10.550, Rules of the Auditor General*, Office of the Auditor General
 - f. Schedules of Findings and Questioned Costs

4. A management letter as required by Section 218.39(4), Florida Statutes, and defined in rule 10.550, Rules of the State of Florida Office of the Auditor General. The draft of the management letter is to be obtained from the State of Florida Office of the Auditor General website annually and is to be discussed with key staff members before its issuance in final form.
5. Independent Accountant's Report(s) on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirement in accordance with Chapter 10.550, Rules of the Auditor General.
6. Include a report that includes an opinion (or disclaimer of opinion) as to whether any supplementary information, including the schedule of receipts and expenditures related to the Deepwater Horizon oil spill funds, is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the AICPA.
7. Submit the District's Annual Financial Report to the Federal Single Audit Clearinghouse as specified by the District.
8. Submit the District's Annual Financial data to the Florida Department of Financial Services through the Florida Open Financial Statement System online portal as specified by the District.
9. The Auditor will issue any additional reports deemed necessary as required by the auditing standards cited in Section C - Auditing Standards.
10. The Auditor will deliver up to twenty-five (25) original printed and bound copies and one electronic version of Section D.
11. All reports will be delivered based on a schedule as agreed to by the District and the Auditor.
12. Irregularities and illegal acts. The Auditor will be required to make an immediate written report of all irregularities and illegal acts they become aware of to the following parties at the District:
 - Governing Board Chair
 - Audit Committee Chair
 - Executive Director
 - Inspector General
13. Reporting to the District Governing Board. The Auditor will communicate verbally or in writing to the District Governing Board, the following:
 - The Auditor's responsibility under generally accepted auditing standards;
 - Significant accounting policies;
 - Management judgments and accounting estimates/issues;
 - Significant audit adjustments;
 - Other information in documents containing audited financial statements;
 - Disagreements with management;
 - Consultation with other accountants;
 - Major issues discussed with management prior to retention;

- Difficulties encountered in performing the audit; and
- Other services rendered.

E. SPECIAL CONSIDERATIONS

Assist the District in the timely implementation of financial accounting and reporting standards issued by the Governmental Accounting Standards Board (GASB).

F. WORKING PAPERS RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the Auditor's expense, for a minimum of five years beyond the audit year, unless the Auditor is notified in writing by the District of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Northwest Florida Water Management District
- U.S. Department of Homeland Security
- U.S. Environmental Protection Agency
- U.S. Department of Commerce – National Oceanic and Atmospheric Administration
- U.S. Government Accountability Office
- State of Florida, Office of the Auditor General, Executive Office of the Governor, and the Department of Environmental Protection
- Other government entities from which the District receives funding
- Auditors of entities for which the District is a sub recipient of grant funds

In addition, the Auditor will respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

PART II - DESCRIPTION OF THE DISTRICT

A. NAME AND TELEPHONE NUMBER OF CONTACT PERSON(S)/ORGANIZATIONAL CHART/LOCATION OF OFFICES

The Auditor's principal contact with the District will be Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, at 850-539-5999. A District organizational chart (EXHIBIT 1) and a list of key personnel (EXHIBIT 2) are attached.

B. BACKGROUND INFORMATION

The District is one of five regional districts, created in 1972 by the Florida Legislature, charged by Chapter 373 of the Florida Statutes to preserve and protect the state's water resources. The District serves an area encompassing all or part of 16 counties in northwest Florida and covering approximately 11,305 square miles with a population of approximately 1.5 million residents. The District's fiscal year begins on October 1 and ends on September 30.

The District implements its programs in accordance with Chapter 373, F.S., in order to manage water while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education and awareness. Water supply, water resources development and water quality are major concerns, and many projects with local, state, and federal funding partners focus on ensuring adequate, sustainable quality water for the future.

The District's payroll, including salaries and benefits, is budgeted for Fiscal Year 2025-26 at \$13.3 million and, as of the date of this proposal, there are 119.4 authorized positions at the District (113 Full Time and 6.4 OPS positions).

Detailed information on the District and its finances can be found on the District's website at www.nwfwater.com. On the website, select Business & Finance and then either District Budget or Financial Statements.

C. FUND STRUCTURE

The District uses the following fund types in its financial reporting:

Fund Type:	Number of Individual Funds
General fund	1
Special revenue funds	4
Capital Projects fund	1

D. BUDGETARY BASIS OF ACCOUNTING

The District prepares its budgets on a modified accrual basis.

E. FEDERAL AND STATE FINANCIAL ASSISTANCE

Schedules of Expenditures of Federal Awards and State Financial Assistance for the fiscal year ended September 30, 2025, can be found on EXHIBIT 3 and starting on page 50 of the District's most recent Audited Financial Report on the District's website at www.nwfwater.com.

F. DEFINED BENEFIT PENSION PLAN

Employees of the District participate in the State of Florida Retirement System (FRS). FRS is a cost sharing, multiple employers, defined benefit plan, qualified under Section 401(a) of the Internal Revenue Code.

The District also offers a 457(b) deferred compensation plan.

G. REPORTING ENTITY

The District is defined for financial reporting purposes, in conformity with governmental accounting standards, as a component unit of the State of Florida. There are no component units to include in the District's financial statements. The District's financial statements as of each fiscal year end are incorporated into the State of Florida's financial statements for the following year, as a discretely presented component unit.

H. INTERNAL AUDIT FUNCTION

The District has an Inspector General with responsibility for assessing the internal control function. To promote independence, the Inspector General reports functionally to the Governing Board and administratively to the District's Executive Director.

I. AVAILABILITY OF PRIOR AUDIT REPORTS

Prior years audit reports and management letters can be found on the District's website at www.nwfwater.com. On the website, select Business & Finance and then Financial Statements.

PART III-TIME REQUIREMENTS

A. SCHEDULE FOR AUDIT

The following deliverables are to be completed each year. The audit schedule is developed annually in conjunction with the auditor. Historically, the schedule for the audit has been November through April. A similar time schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits. During each year of the contract, the previous year's financials will be audited.

Each of the following shall be completed by the Auditor no later than the dates indicated.

1. **Interim Work.** The Auditor will complete all interim work during the period of October 1 to December 31.
2. **Detailed Audit Plan.** The Auditor will provide the District a list of all schedules to be prepared by the District by January 15.
3. **Date Audit May Commence.** The District will have all records ready for year-end audit work and all management personnel available to meet with the Auditor's personnel by February, the end of the second week.
4. **Field Work.** The Auditor will complete all fieldwork by the end of February.
5. **Draft Reports.** The Auditor will provide a draft of the financial audit report including all recommendations, revisions, and suggestions for improvement to the Bureau of Finance and Accounting by the end of the 3rd week in March.

B. ENTRANCE CONFERENCES, PROGRESS REPORTING, AND EXIT CONFERENCES

At a minimum, the following conferences will be held during the dates indicated on the schedule:

1. Entrance conference with the Executive Director, Deputy Executive Directors, Director, Division of Administrative Services, and Chief, Bureau of Finance and Accounting. This

meeting will discuss prior audit problems and identify the key internal controls or other matters to be tested and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to plan for workspace and other needs of the Auditor.

2. Progress conference, as needed, with the Executive Director, Deputy Executive Director, Director, Division of Administrative Services, and Chief, Bureau of Finance and Accounting. This meeting will discuss the year-end work to be performed.
3. Exit conference with the Executive Director, Deputy Executive Director, Director, Division of Administrative Services, and Chief, Bureau of Finance and Accounting, and Inspector General. This meeting will summarize the fieldwork results, review significant findings, and discuss management comments.
4. Meetings identified in 1 – 3 above may be conducted virtually.

C. AUDIT REPORT DUE DATES

The Auditor will provide a digital copy of a draft of the Annual Financial Report to the District by the end of the third week in March to be reviewed by the Finance and Accounting staff.

The Auditor will provide an ADA compliant digital copy of the Final Audited Annual Financial Report to the District no later than 17 days before the May Governing Board meeting.

The Auditor will deliver hard copies and present the audited Annual Financial Report to the Governing Board for acceptance at the May Governing Board meeting. The Auditor will make the required disclosures, review the audit process, present audit results, and be available to answer any questions the Governing Board members may have.

PART IV - ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. FINANCE AND ACCOUNTING ASSISTANCE

The Finance and Accounting staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.

B. INFORMATION/COMPUTER SYSTEMS

Information Technology staff will be available to provide internet access as needed.

C. PREPARATION OF AUDITING REPORT

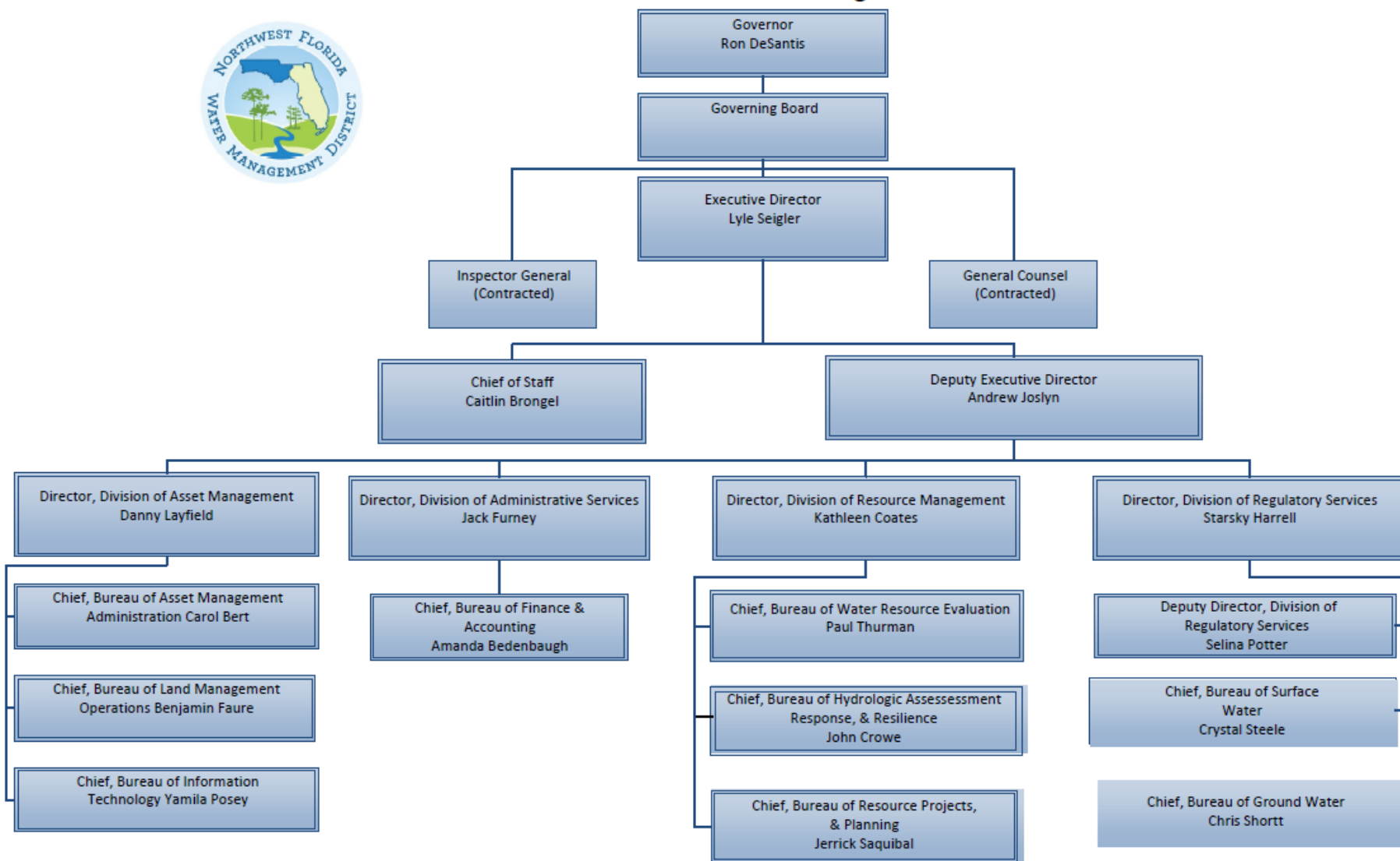
Management is responsible for providing information for inclusion in the basic financial statements and all accompanying information. Management is also responsible for providing information in identifying government awards and assisting with preparing the schedule of federal awards and state financial assistance and compliance requirements. The Auditor shall produce the financial statements, federal and state expenditure schedules, and related notes contained in the audit report. The District will acknowledge in the management representation letter the auditor's assistance with the preparation of financials, expenditure schedules, and related notes.

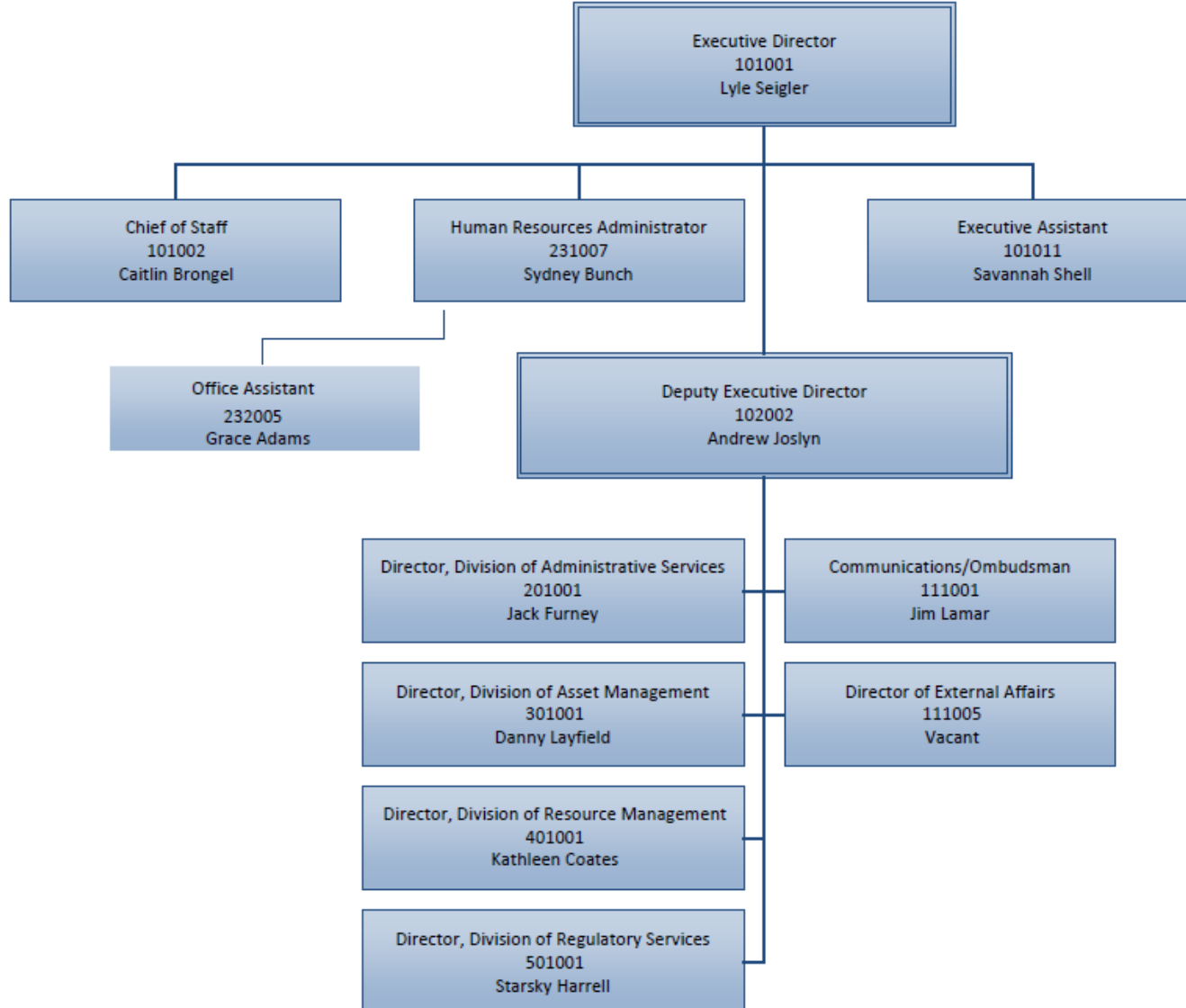
D. WORK AREA, TELEPHONES, PHOTOCOPYING, AND FAX MACHINES

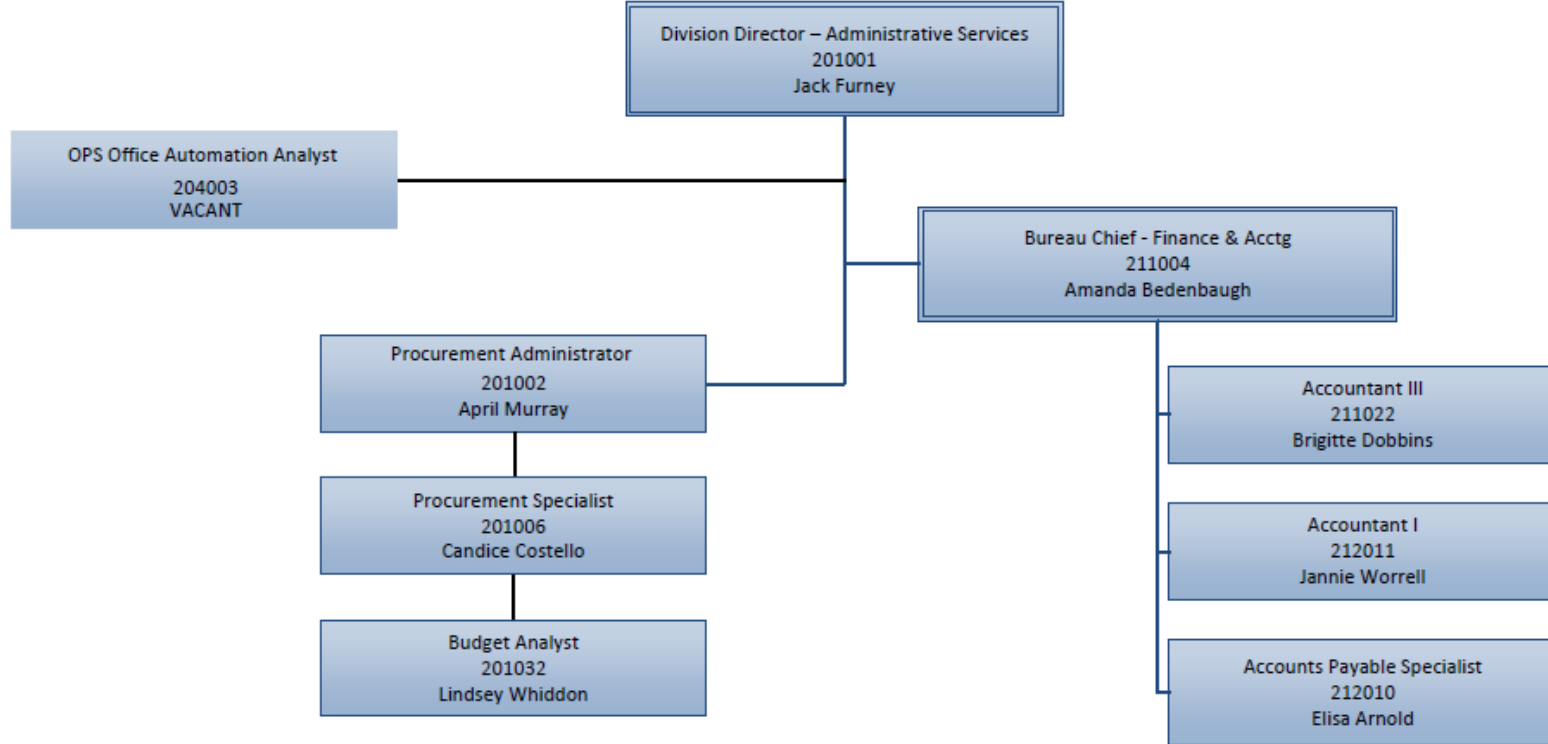
The District will provide the Auditor's staff with reasonable workspace, desks, chairs, access to telephone lines, photocopying facilities, and fax machines.

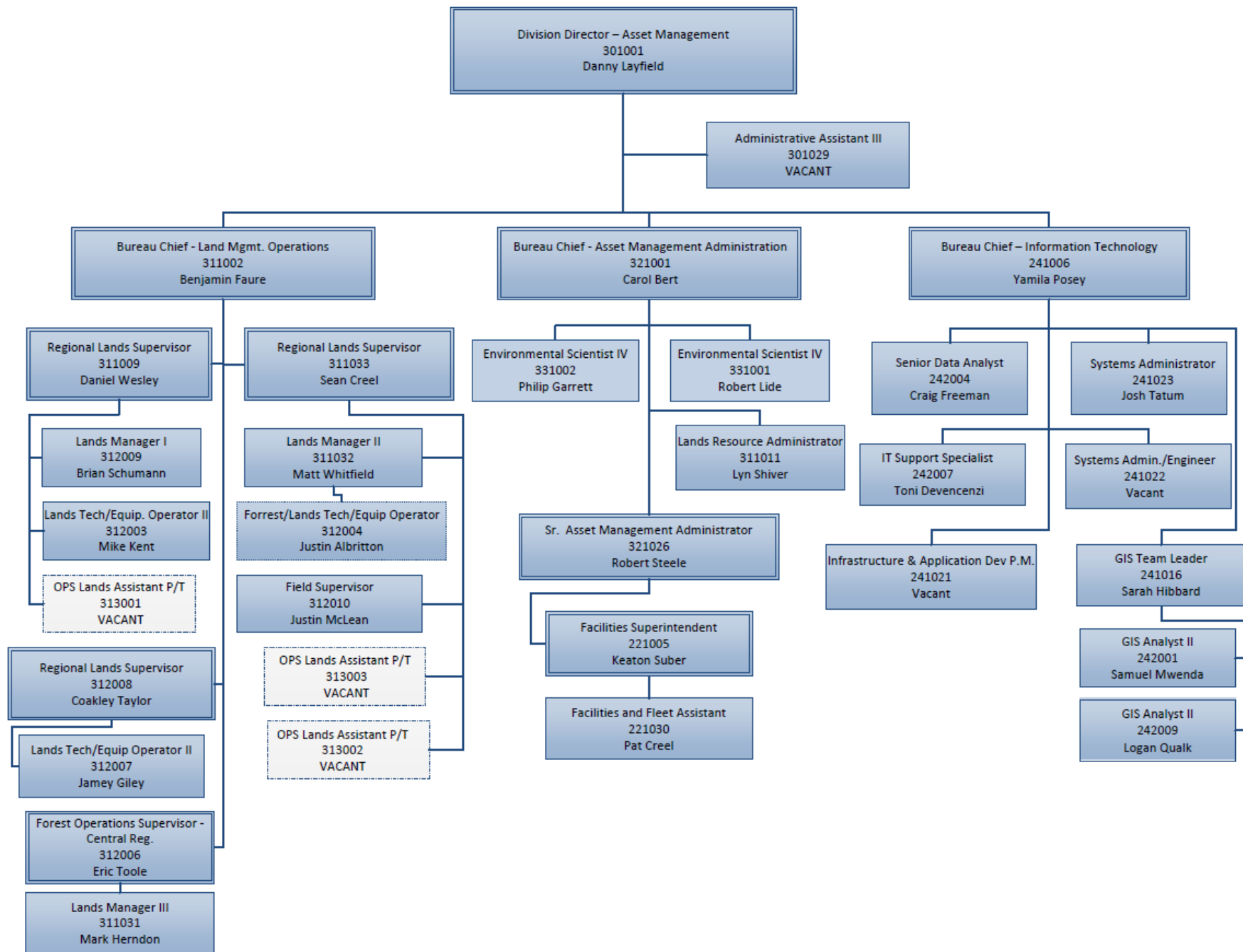
EXHIBIT 1 DISTRICT ORGANIZATIONAL CHART

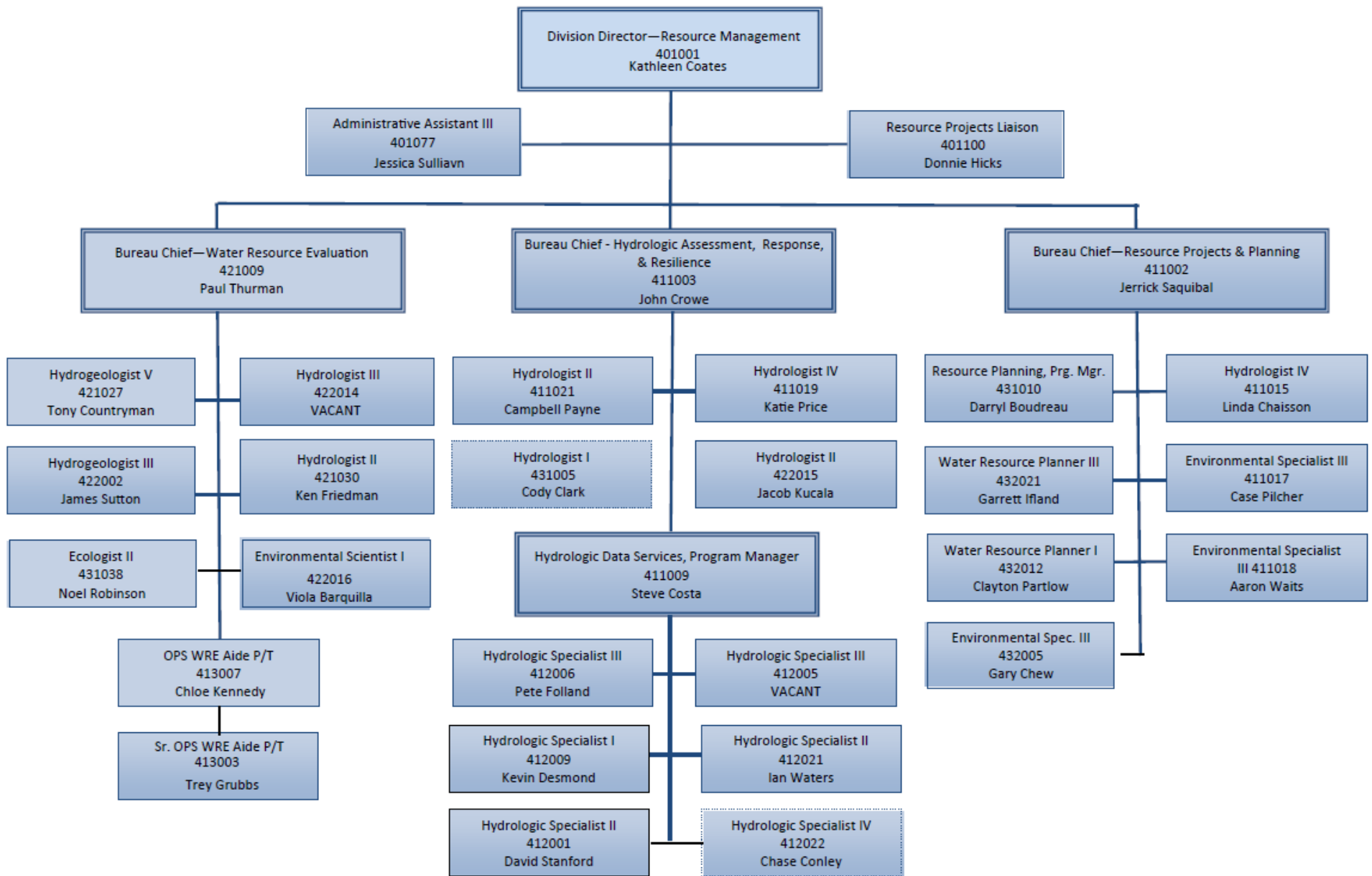
Northwest Florida Water Management District











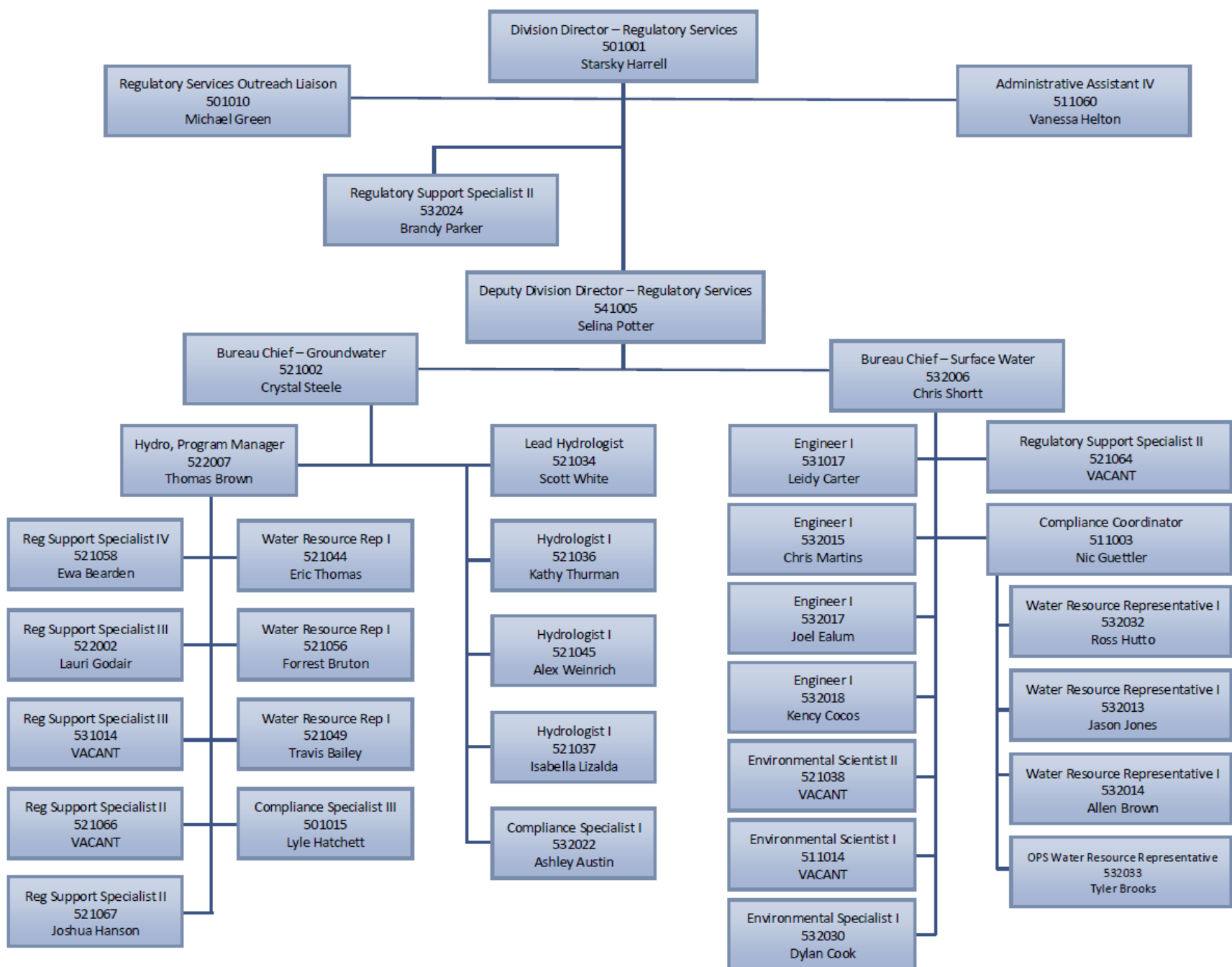


EXHIBIT 2
KEY PERSONNEL FOR DISTRICT

Governing Board

Individual	Title
George Roberts	Chair
Jerry Pate	Vice Chair
Nick Patronis	Secretary/Treasurer
John Alter	Member
Gus Andrews	Member
Ted Everett	Member
Tom Morgan	Member
Kellie Ralston	Member
Anna Upton	Member

Audit Committee of the Governing Board

Individual	Title
Anna Upton	Chair
Kellie Ralston	Vice Chair
Tom Morgan	Member

Executive Office

Individual	Title
Lyle Seigler	Executive Director
Andrew Joslyn	Deputy Executive Director
Caitlin Brongel	Chief of Staff
Sydney Bunch	Human Resources Administrator
Savannah Shell	Executive Assistant

Administrative Services and Information Technology

Individual	Title
Jack Furney	Director, Division of Administrative Services
Amanda Bedenbaugh	Chief, Bureau of Finance and Accounting
April Murray	Budget and Procurement Administrator
Brigitte Dobbins	Accountant III
Yamila Posey	Chief, Bureau of Information Technology

EXHIBIT 3
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Federal Grantor/Pass Through Grantor/Program Title	Assistance Listing Number	Contract Number	Expenditures	Amounts Provided to Subrecipients
<u>FEDERAL AWARDS</u>				
U.S. Department of Commerce- National Oceanic and Atmospheric Administration				
Passed through Florida Department of Environmental Protection:				
Coastal Zone Management Administration Awards	11.419	CZ631	\$ 34,878	\$ 34,878
Office of Coastal Management	11.473	CZR02	32,623	32,623
			67,501	67,501
U.S. Environmental Protection Agency				
Direct:				
Gulf of Mexico Program	66.475	02D01521	140,004	-
Passed through Florida Department of Environmental Protection:				
Water Quality Management Planning	66.454	MDN031	55,556	-
Total U.S. Environmental Protection Agency			195,560	-
U.S. Department of Homeland Security				
Direct:				
Cooperating Technical Partners	97.045	EMA-2010-CA-5085	59	-
Cooperating Technical Partners	97.045	EMA-2011-CA-5142	1,927	-
Cooperating Technical Partners	97.045	EMA-2016-CA-00003	190,247	-
Cooperating Technical Partners	97.045	EMA-2017-CA-00003	561,567	-
Cooperating Technical Partners	97.045	EMA-2018-CA-00016	941,627	-
Cooperating Technical Partners	97.045	EMA-2019-CA-00005	186,610	-
Cooperating Technical Partners	97.045	EMA-2020-CA-00005	261,337	-
Cooperating Technical Partners	97.045	EMA-2021-CA-00007	30,136	-
Cooperating Technical Partners	97.045	EMA-2022-CA-00018	122,724	-
Cooperating Technical Partners	97.045	EMA-2023-CA-05001	436,202	-
Cooperating Technical Partners	97.045	EMA-2024-CA-05011	54,000	-
			2,786,636	-
Total U.S. Department of Homeland Security			2,786,636	-
Total Expenditures of Federal Awards:			\$ 3,049,697	\$ 67,501
State Grantor/Pass Through Grantor/Program Title	CSFA Number	Contract Number	Expenditures	Amounts Provided to Sub-recipients
<u>STATE FINANCIAL ASSISTANCE</u>				
Florida Department of Environmental Protection				
Direct:				
Water Management Districts - Land Acquisition and Improvement	37.022	WP022	\$ 203,585	\$ -
Water Management Districts - Land Acquisition and Improvement	37.022	WP026	4,149,485	-
Water Management Districts - Land Acquisition and Improvement	37.022	WP026	862,168	-
			5,215,238	-
Water Management District Permitting Assistance	37.030	WP026	1,690,750	-
Water Management District Operations	37.037	WP026	3,360,000	-
Statewide Surface Water Restoration and Wastewater Projects	37.039	MDN023	126,262	-
Florida Springs Grant Program- LATF	37.052	LP01101	199,419	199,419
Florida Springs Grant Program- LATF	37.052	LP01103	54,051	54,050
Florida Springs Grant Program- LATF	37.052	LP01105	3,294,116	3,294,116
Florida Springs Grant Program- LATF	37.052	LP60022	893,756	893,756
Florida Springs Grant Program- LATF	37.052	LP60041	1,531,512	-
Florida Springs Grant Program- LATF	37.052	LP01101	32,915	-
Florida Springs Grant Program	37.052	LP60031	2,191,680	2,191,680
Florida Springs Grant Program	37.052	LP60036	3,998,681	3,998,681
Florida Springs Grant Program	37.052	LP60043	921,822	921,822
Florida Springs Grant Program	37.052	LP60084	2,827	-
Florida Springs Grant Program	37.052	LP60103	169,688	169,688
			13,290,487	11,723,212
Early Restoration Deepwater Horizon Oil Spill	37.081	DH010	195,280	195,280
Resilient Florida Programs	37.098	24PLN63	47,000	-
Alternative Water Supply	37.100	WS037	107,599	107,599
Alternative Water Supply	37.100	WS039	941,450	941,450
Alternative Water Supply	37.100	WS092	2,029,990	2,029,990
			3,079,039	3,079,039
Water Quality Enhancement and Accountability	37.105	AT003	247,195	-
Water Quality Enhancement and Accountability	37.105	AT026	53,530	-
			300,725	-
Water Management Districts Hurricane Recovery	37.109	WP031	2,297,861	-
Total Florida Department of Environmental Protection			29,602,622	14,997,331
Total Expenditures of State Financial Assistance			\$ 29,602,622	\$ 14,997,331

SECTION 6 - RESPONSE FORMS

Part 1 – Title Page

Part 2 – Transmittal Letter

Part 3 – Organizational Profile and Qualifications

Part 4 – Personnel Qualifications and Experience

Part 5 – References and Prior Governmental Audit Experience
Performance Survey Questionnaire

Part 6 – Technical and Management Approach

Part 7 – Cost Proposal
Staffing Schedule and Hourly Rates

Part 8 – Submittal Form

Part 1: Title Page

RFP NO. 26-003

PROPOSAL TO PROVIDE

**INDEPENDENT FINANCIAL AUDIT SERVICES TO THE
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Name of the Firm
Name and Title of Authorized Representative
Street Address
City, State, and Zip Code
Telephone #
e-mail

Federal Tax Identification #
Florida Board of Accountancy License #

Submission date

Part 2: Transmittal Letter

Place on firm's letterhead

Part 3: Organizational Profile and Qualifications

Part 4: Personnel Qualifications and Experience

Part 5: References and Prior Governmental Audit Experience
ENGAGEMENTS PERFORMED IN THE LAST FIVE YEARS

List at least three (3) of the most significant engagements performed in the last five (5) years for public entities that are similar to the engagement described in the Requested Statement of Work. Include the statement of work, date, engagement partners, total hours, and the name, address, and telephone number of the principal client that the District may contact. Submit a performance survey questionnaire (form provided) for each referral listed below. The District cannot be one of the references.

Public Entity _____

Address: _____

Contact Name: _____ Phone: _____

Scope of Work:

Start/Completion Date: _____ Total Hours _____

Engagement Partners: _____

Public Entity _____

Address: _____

Contact Name: _____ Phone: _____

Scope of Work:

Start/Completion Date: _____ Total Hours _____

Engagement Partners: _____

Public Entity _____

Address: _____

Contact Name: _____ Phone: _____

Scope of Work:

Start/Completion Date: _____ Total Hours _____

Engagement Partners: _____



Part 5: PERFORMANCE SURVEY QUESTIONNAIRE

Audit Firm/Respondent Information	Client/Reference Information
From:	To:
Audit Firm:	Client:
Phone:	Phone:
Email:	Email:

Client/Customer:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never utilize the account firm again) and 10 representing that you were very satisfied (and would use the accounting firm again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return the survey to the Respondent.

Criteria	Unit	Score
1. Communication with client	(0-10)	
2. Ability to resolve issues promptly	(0-10)	
3. Professionalism	(0-10)	
4. Responsiveness and timeliness	(0-10)	
5. Did auditor meet your filing deadlines consistently	(0-10)	
6. Had proper resources and personnel to conduct audit	(0-10)	
7. Application of technology in providing auditing services	(0-10)	
8. Overall client satisfaction and comfort level with Respondent	(0-10)	
TOTAL	(0-80)	

Comments:

Printed Name and Title of Reference

Signature

Date

Part 6: Technical and Management Approach

Part 7: COST PROPOSAL
FINANCIAL AUDIT SERVICES
RFP 26-003

1. Name of Auditor or Firm, and Contact Information:

Name of Auditor or Firm: _____

Contact Name: _____

Phone: (____) _____ Email: _____

Address: _____

Website Address: _____

Federal Employers Identification (FEID#) _____

2. Proposed Fee(s) for Service (\$):

A. Proposed Cost for the Three-Year Period of Fiscal Year ending September 30, 2026, through Fiscal Year ending September 30, 2028:

Year 1 – FY 2025-26 Audit (audit to begin after 10/1/26) \$ _____

Year 2 – FY 2026-27 Audit (audit to begin after 10/1/27) \$ _____

Year 3 – FY 2027-28 Audit (audit to begin after 10/1/28) \$ _____

TOTAL Cost (Years 1 through 3): \$ _____

B. Proposed Cost for subsequent one-year renewals:

Renewal 1 - FY 2028-29 Audit (audit to begin after 10/1/29) \$ _____

Renewal 2 - FY 2029-30 Audit (audit to begin after 10/1/30) \$ _____

Renewal 3 - FY 2030-31 Audit (audit to begin after 10/1/31) \$ _____

I, the undersigned, having read all parts of this Request for Proposal, and have a comprehensive understanding of all provisions, conditions, rules, requirements, and restrictions contains herein, agree to same and respectfully submit the proposal contained herein. This submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response. It is not a collusion or sham proposal. The prices and amounts above and on the Staffing Schedule and Hourly Rates have been derived independently and without consultation, communication, or agreement with any other respondent or potential respondent. The prices

have not been disclosed to any other respondent or potential respondent, and they will not be disclosed before the solicitation opening.

Name and Title of Authorized Individual Submitting Proposal

Signature of Authorized Individual Submitting Proposal

Part 7: COST PROPOSAL

STAFFING SCHEDULE AND HOURLY RATES

Submit the template below for each year of the three-year audit engagement. The hourly rates are all-inclusive rates that should include direct, indirect, and any other out-of-pocket costs related to providing services.

Year 1		
Job Title	Estimated Hours	Hourly Rate

Year 2		
Job Title	Estimated Hours	Hourly Rate

Year 3		
Job Title	Estimated Hours	Hourly Rate

Year 4 – (Renewal 1)		
Job Title	Estimated Hours	Hourly Rate

Year 5 – (Renewal 2)		
Job Title	Estimated Hours	Hourly Rate

Year 6 – (Renewal 3)		
Job Title	Estimated Hours	Hourly Rate

Add lines as needed.

Part 8: SUBMITTAL FORM

The undersigned, as respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal as principal(s), or as persons or entities who are not principal(s) of the respondent but are substantially involved in performance of the work, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of respondent to be conducted under the agreement, and that no such person shall have any such interest at any time during the term of the agreement, should it be awarded to respondent.

Respondent further declares that it has examined the agreement and informed itself fully regarding all conditions pertaining to this solicitation; it has examined the specifications for the work and any other agreement documents relative thereto; it has read all of the addenda furnished prior to the response opening; and has otherwise satisfied itself that it is fully informed relative to the work to be performed.

Respondent agrees that if its Proposal is accepted and an agreement negotiated with the District, respondent shall contract with the District in the form of the attached agreement and shall furnish everything necessary to complete the work in accordance with the time for completion specified in the agreement and shall furnish the required evidence of the specified insurance.

Authorized Signature

Position or Title

Typed Name of Above Signature

Agency or Company

(The area below this line is to be completed by NFWFMD Agency Clerk only.)

Unsigned Proposals shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk

Northwest Florida Water Management District

SECTION 7 – DRAFT AGREEMENT

**Agreement for
Independent Financial Audit Services**

**Between
Northwest Florida Water Management District
And
<Name of Firm>**

NFWMD Contract Number 27-xxx

This agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ Auditor _____ (hereinafter, the Contractor). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

The Contractor shall perform and render all services and deliverables hereunder (the “Work”) as an independent contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided in accordance with the Contractor’s proposal submitted in response to RFP #26-003 entitled “Independent Financial Audit Services” incorporated herein by reference, and the Scope of Work incorporated herein by reference, as Attachment A.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies caused by the Contractor and identified by the District in reports, drawings, and in conjunction with all other Work provided for under this Agreement.
- B. The District’s approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor’s proposal (where applicable) and with said Work performed in accordance with the generally accepted standards and professional practices. The District’s review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor’s negligent performance of any of the Work furnished under this Agreement.
- D. As provided under s. 216.347, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

- E. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in Work.
- F. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- G. The Contractor warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- H. The Contractor certifies that it and any of its affiliates (i) are not on the Scrutinized Companies that Boycott Israel List or engaged or participating in a boycott of Israel, and (ii) are not on the Scrutinized Companies with Activities in Sudan List, and (iii) are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and (iv) are not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and (v) do not have business operations in Cuba or Syria. The District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on any of the foregoing lists or is engaged or participating in the boycott of Israel during the term of the Agreement. The District shall bring a civil action against the Contractor, as required in s. 287.135(5), F.S., for violation of this provision. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.
- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under this Agreement.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board. Task Orders also may be issued under the terms of and during the Term or Renewal Term, as defined herein. Each Task Order shall stand apart from all other Task Orders and shall not extend a SOW or funding to or from another Task Order.

- B. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of this Agreement.
- C. Payment of any invoice will be subject to inspection and approval by the District's Project Manager or District's designee. The District's Project Manager will determine, in his/her sole discretion, whether or not the Contractor has successfully completed the authorized Work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager. Payment will be made upon inspection and approval of the applicable Work within thirty (30) days of receipt of an approved invoice. Invoices shall include the Contractor name and address, invoice number, Contractor's taxpayer identification number, date, time period covered by the invoice, the Contract Number of this Agreement, total payment requested, amount previously invoiced, and a signed certification by the Contractor Project Manager that the Work being invoiced has been completed.
- D. Unless otherwise specified within a Task Order, the compensation amount will be determined on the basis of the hourly rates as set forth in Attachment B, Schedule of Costs, attached hereto and made a part hereof, or on the basis of a negotiated fixed fee. Compensation for all Task Orders and, if required, subtasks of each Task Order, will be pre-approved by the District and subject to negotiations as outlined in Section 1. Any subcontractor fees and other direct expenses required for completion of Work will be billed at actual cost without mark-up and must be identified and pre-approved by the District.
- E. An original invoice, including appropriate backup documentation, shall be submitted to both the District Project Manager, at the contact information included in Section 6.B., and the District's Accounting Department at: AccountsPayable@nwfwater.com.

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the last date of execution by a party (the "Effective Date") and shall remain in effect until September 30, 2029 (the "Term"). The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- B. Unless terminated earlier as provided herein, at least thirty (30) days prior to the last day of its term, this base contract may be renewed on the same term and conditions as set out herein for three (3) additional one-year terms for audit engagements for Fiscal Years 2028-29, 2029-30, and 2030-31 by the mutual and written consent of each party.

SECTION 6 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 6.B. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District Project Manager for this Agreement is identified below:

Amanda Bedenbaugh (or successor)	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-9999
E-mail Address:	Amanda.Bedenbaugh@nwfwater.com.

C. The Contractor Project Manager for this Agreement is identified below:

.	
.	
.	
.	
.	
Telephone No.:	.
E-mail Address:	.

D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.

E. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.

F. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.

SECTION 7 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – SUBCONTRACTS

A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's Bid Response are pre-approved for use under this Agreement.

B. The Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on invoices for such Work.

C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.

- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 9 – LAW COMPLIANCE

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state, and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

SECTION 10 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Ch. 120, F.S.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon such notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. Upon termination in any event, the Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including, but not limited to, the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all Work products completed or in progress at the date of termination.

SECTION 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from the Work. Unless otherwise specified,

all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.

- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Contract Documents, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All work products, including but not limited to original sketches, tracings, drawings, computation details, calculations, field books, and plans, that result from the Work shall become the sole property of the District. Contractor shall submit all such work products to the District, if requested and Contractor may retain copies of all such work products.

SECTION 12 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records Law under Ch. 119, F.S., or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Ch. 119, F.S. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 13 – CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

SECTION 14 – VENDOR LISTS (PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATER) AND NON-PROFIT ORGANIZATION

- A. 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 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, 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to s. 287.134, F.S. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply 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 a public entity, and may not transact new business with a public entity, pursuant to s. 287.137, F.S. Questions regarding the antitrust violator vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- D. Pursuant to s. 216.1366, F.S., if Contractor meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Contractor must provide the District with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The

District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the Term, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Contractor shall comply with Florida Public Records law under Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Ch. 119, F.S., and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in s. 119.0701(1)(a), F.S. [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under Ch. 119, F.S., or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon termination or expiration of this Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F.S., OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE**

AT (850) 539-5999; BY EMAIL AT ombudsman@nwfwater.com; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with s. 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 17 – PAYMENTS

- A. Payment will be made upon inspection and approval of Work and within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

SECTION 18 – FINANCIAL CONSEQUENCES/REMEDIES

- A. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If the Contractor fails to satisfactorily produce the Work as specified within Attachment A, Scope of Work, the District shall apply the financial consequences identified therein.
- B. Cumulative Remedies. The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

Both parties recognize the statutory requirement, s. 218.39, F.S., of completing the annual financial audit of the District within nine months of the fiscal year-end. As such, failure to submit the work products specified in the RFP, Section 5D Work Products Required, that result in the draft report or the final report due dates as specified in the RFP, Part III C – Audit Report Due Dates, will result in the following financial consequences: (1) submittal of the draft report beyond the first 5 business days of the month of April will be subject to a 1% reduction in the total amount due for the fiscal year audit for that year; and (2) submittal of the ADA compliant digital copy of the Final Audited Annual Report beyond 16 days before the scheduled date of the Governing Board meeting in May will be subject to an additional 1% reduction in the total amount due for the fiscal year audit for that year. Events outside the control of the Contractor will be considered in the application of financial consequences for nonperformance. The rights and remedies of the District in this paragraph are in addition to any other rights and remedies provided by law or under this contract.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT; SEVERABILITY

The contract documents (“Contract Documents”) which make up this Agreement consist of: (i) this Agreement document and all attachments and exhibits hereto, (ii) Request for Proposals (RFP) 26-003, (iii) the RFP Response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, (vii) all modifications issued subsequent thereto, and (viii) Auditor engagement letter(s). The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached. This Agreement, including the Contract Documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 21 – MISCELLANEOUS

Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine, and travel restrictions.

SECTION 22 – OTHER STATUTORY PROVISIONS

- A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is \$100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.
- B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
- C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the

Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

D. Iron and Steel for Public Works Projects. If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:

- i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee’s or Contractor’s minimal use of foreign steel and iron materials if:

- iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- v. the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (except transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the date below written.

Northwest Florida Water Management District
Havana, Florida

By: _____

Lyle Seigler
Executive Director

By: _____

Date: _____

Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (including number of pages)
-----------------	-------------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____