

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES  
REQUEST FOR PROPOSALS 38510**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., March 21, 2023. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s My Florida Marketplace at *vendor.myfloridamarketplace.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from Onvia DemandStar, Vendor Registry, My Florida Marketplace or the District by emailing Kendall Matott, Sr. Procurement Specialist, at *kmattott@sjrwmd.com* or Wendy Cox, Procurement Director, at *wcox@sjrwmd.com*. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka, FL 32177.

**NON-MANDATORY PRE-PROPOSAL CONFERENCE**

A **Non-Mandatory Pre-Proposal Conference** is scheduled for March 7, 2023, at **10:00 a.m.**, at District Headquarters, 4049 Reid Street, Palatka FL 32177.

The purpose of the pre-proposal conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification on the requirements of the proposal documents.

Potential Respondents may attend the conference in-person at District Headquarters or virtually by following the instructions below. Minutes of the conference will not be created.

**Instructions for virtual attendance at Non-Mandatory Pre-Proposal Conference:**

**For Microsoft Teams or Skype:**

**Meeting ID:** 266 696 312 79

**Passcode:** gQetAS

**Or audio only:**

Conference phone number 1-386-256-1151 Meeting ID: 847 184 062#

**Description of Services:** Pursuant to §218.39, Fla. Stat., the District is requesting proposals from qualified certified public accounting firms for the audit of the District’s financial statements and single audits for the current fiscal year (FY 2022-23 beginning 10/1/2022 and ending 9/30/23) and the next four fiscal year periods (FY 2023-24 beginning 10/1/23 and ending 9/30/24; FY 2024-25 beginning 10/1/24 and ending 9/30/25; FY 2025-26 beginning 10/1/25 and ending 9/30/26; and FY 2026-2027 beginning 10/1/26 and ending 9/30/27).

The District's Auditor Selection Committee (Committee) will hold the following public meeting at District Headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Respondents as follows:

- **9:00 a.m. on April 3, 2023, to**
  - Discuss the responses
  - Finalize the initial ranking
  - Determine a shortlist of Respondents
  - Decide if oral presentations (by some or all of the Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation.
  - Discuss negotiation strategies (this portion of the public meeting may be closed pursuant to §286.0113, Fla. Stat.)

Additional public meetings may be held at the discretion of the Committee at District Headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to receive oral presentations and negotiate with the Respondents as follows:

- **9:00 a.m., April 6, 2023, to**
  - Receive oral presentations, immediately followed by a Committee meeting to evaluate the presentations and determine the final rankings (this portion of the public meeting may be closed pursuant to §286.0113, Fla. Stat.)
  - Respondents selected for oral presentations will be notified in advance of the presentation date
- **9:00 a.m., April 13, 2023, to**
  - Negotiate project and associated costs with the top-ranked Respondent (this public meeting may be closed pursuant to §286.0113, Fla. Stat.) as authorized by the District's Governing Board at its April 11, 2023, meeting.

**Attachments accompanying this solicitation include a Questionnaire (Excel) with three worksheets:**

- Attachment 1 – Questionnaire (Excel file)
- Attachment 2 - Significant Engagements Worksheet
- Attachment 3 - Explanations Worksheet

**Americans With Disabilities Act (ADA)**

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Kendall Matott or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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## INSTRUCTIONS TO RESPONDENTS

### 1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the proposal provided by Respondent (the “Proposal”), and all required certifications and affidavits.

### 2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Senior Procurement Specialist or the Procurement Director:

Kendall Matott, Sr. Procurement Specialist  
 Phone: 386-312-2324  
 Fax: 386-329-4546  
 Email: kmatott@sjrwmd.com

Wendy Cox, Procurement Director  
 Phone: 386-329-4118  
 Fax: 386-329-4546  
 Email: wcox@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employees listed above. Violation of this provision is grounds for rejecting a response.

### 3. WHERE TO DELIVER PROPOSAL

The Proposal must be submitted in a sealed envelope to:

Kendall Matott, Sr. Procurement Specialist  
 Attn: Office of Financial Services  
 St. Johns River Water Management District  
 4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the Proposal envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED PROPOSAL — DO NOT OPEN  
 Respondent’s Name: \_\_\_\_\_  
 Request for Proposals: 38510  
 Opening Time: 2:00 p.m.  
 Opening Date: **March 21, 2023**

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

#### 4. OPENING OF PROPOSALS

Respondents or their authorized agents are invited to attend the opening of the Proposals at the following time and place:

2:00 p.m. March 21, 2023  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's Proposal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Proposal is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Proposal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of trade secret confidentiality and return the Proposal to Respondent.

#### 5. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

Respondent must submit its Proposal in "digital" format. Instructions for submitting are provided below.

1. Respondent must follow all procedures for digital submission, or its Proposal may be determined as "non-responsive" and rejected.
2. *Forms included in this document:* Respondents must submit the fully completed documents by converting or scanning any paper forms to PDF format.
3. *Questionnaires and all other information requested in Attachment 1:* Respondent must submit the completed questionnaire and all other information requested in Attachment 1 in an Excel file format (.xls or .xlsx).
4. Respondent is responsible for providing evaluative documentation that it possesses the background and qualifications necessary to perform the work identified in the statement of work. Respondents shall provide the following information in their Proposal organized under the subfolders identified below (responses to the forms can be submitted on reproduced copies):

Subfolder 1: Organization Profile and Ability of Personnel:

- a) Organizational Structure (*complete description in Attachment 1 – Questionnaire or attach organization chart*)
- b) Copy of Certified Public Accountant (CPA) License(s)
- c) Documentation of ability to conduct audits per Florida Board of Accountancy (FBOA)
- d) Documentation of continuing education credit for key personnel
- e) Documentation of quality control/peer reviews within past three years (*copy of most recent report and results of any Federal or State desk reviews of field reviews of audits within the last three (3) years*)

- f) The Respondent shall provide an affirmative statement that it is independent of the District, as defined by generally accepted auditing standards.
- g) Proposal Form
- h) Proposed Subcontractors (form)
- i) Certificate as to Corporation Form
- j) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications

Subfolder 2: Technical and Management Approach

- a) Proposed engagement letter

Subfolder 3: Significant Engagements of a similar nature (financial audits for public entities)

- a) Significant Engagements worksheet (contained in Excel Questionnaire)

Subfolder 4: Attachment 1 – Questionnaire

- a) Completed Attachment 1 – Questionnaire (Excel File)

Subfolder 5: Other Proposal Forms

- a) Drug-Free Workplace Form (if applicable)
- b) Checklist of Required Documentation

5. Respondent must follow all procedures for electronic submission or the Respondent's Proposal may be determined as "non-responsive" and rejected.
6. Unless directed otherwise, all information required by the solicitation, including the forms listed above must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format [Adobe]).
7. All of the forms in the Request for Proposals package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal in electronic format.
8. The file-naming conventions for the Proposal shall include:
  - a) Proposal submittal: RFP # Respondent's name (abbreviated) Due Date  
(Example: RFP \_\_\_\_\_ ABC Company 09-30-17)
9. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed responses – DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.

**If you need assistance or have any questions about the format, please email or call Kendall Matott at [kmatott@sjrwmd.com](mailto:kmatott@sjrwmd.com) or 386-312-2324 or Wendy Cox at [wcox@sjrwmd.com](mailto:wcox@sjrwmd.com) or 386-329-4118.**

In the event you decline to submit a Proposal, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Proposal.

## 6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposals documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Proposals in order to be considered. Requests may be submitted by fax at 386-329-4546 or by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals 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 Proposal, as submitted. All addenda become part of the Agreement.

## 7. MINIMUM QUALIFICATIONS

The minimum requirements necessary to meet the qualifications for this solicitation are listed below. Place documentation to support these requirements in Subfolder 1 of the Proposal response.

- a. Respondent's key personnel shall be duly licensed under chapter 473, Fla. Stat., as a certified public accountant, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy (FBOA). Submit copy of license(s) with proposal and documentation of qualifications to conduct audits per FBOA.
- b. Respondent shall provide documentation to support adequate continuing professional education completed by key personnel.
- c. Respondent shall provide documentation that shows a peer review was performed within the past three years.
- d. Respondent shall provide an affirmative statement that it is independent of the District, as defined by generally accepted auditing standards.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

## 8. PROPOSAL GUARANTY

For the purposes of this Proposal, a Proposal guaranty is not required.

## 9. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors on the attached "Proposed Subcontractors" form. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

## 10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

## 11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Contacting a District employee or officer other than the procurement employees named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Proposal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

## 12. REJECTION OF PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

The District reserves the right to reject any and all Proposals and cancel this request for proposals when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

## 13. WITHDRAWAL OF PROPOSAL

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of opening of Proposals. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.



#### 14. EVALUATION AND AWARD PROCEDURES

- a. Proposals will be evaluated by an evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each Committee member completes a paper or electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation Committee meeting. If it is determined that it will assist the Committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Proposals or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Proposals.
- d. The Committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this Request for Proposals package.
- e. Following the evaluation process, the Committee will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation Committee's final ranking of Submittals.
- f. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
- g. The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.
- h. If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.;
- i. In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- j. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

## 15. EVALUATION CRITERIA

Responses shall include information or documentaiton and will be evaluated using the evaluation criteria set forth below. The evluation rating scale is as follows:

More than adequate	8	to	10
Adequate	5	to	7
Less than adequate	1	to	4
Not covered in submittal	0		

	Criteria	Weight	Written Submittal Raw Score	Written Submittal Weighted Total
1	<p><b>Organization Profile and Ability of Personnel</b></p> <p>Qualifications of the Respondent and its staff, ability to furnish the required services, and ability to maintain the quality of staff over the life of the Agreement.</p>	30%		
2	<p><b>Technical and Management Approach</b></p> <ul style="list-style-type: none"> <li>• Understanding of the Requested Statement of Work</li> <li>• Proposed engagement management plan, including: <ul style="list-style-type: none"> <li>○ Staffing assignments</li> <li>○ Sampling techniques</li> <li>○ Quality assurance and control methods</li> <li>○ Analytical and compliance testing procedures</li> </ul> </li> </ul>	30%		
3	<p><b>Significant Engagements of a similar nature (financial audits for public entities)</b></p> <ul style="list-style-type: none"> <li>• Qualifications Documentation</li> <li>• Past Experience and performance on similar public entity</li> </ul>	30%		
4	<p><b>Location</b></p> <p>Higher consideration will be given to firms whose Project Manager is located within 100 miles of either of the following:</p> <p><b>District headquarters</b> (4049 Reid Street, Palatka FL 32177)</p> <p><b>Jacksonville Service Center</b> (7775 Baymeadows Way, Suite 102, Jacksonville FL 32256)</p> <p><b>Apopka Service Center</b> (2501 S. Binion Road, Apopka FL 32703)</p> <p><b>Palm Bay Service Center</b> (525 Community College Parkway SE, Palm Bay FL 32909)</p> <p>Within 100 miles of District Headquarters or a District Service Center = 10 points</p> <p>Greater than 100 miles from District Headquarters or a District Service Center = 0 points</p>	10%		
	<b>SUBTOTAL (Written Submittal)</b>	<b>100%</b>		

**16. EXECUTION OF AGREEMENT**

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the Proposal and execution of the Agreement by the District.

Unless all Proposals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9;
- b. Satisfactory evidence of all required insurance coverage;
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;

All other information and documentation required by the Agreement.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

**17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA**

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions, and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent, or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

**18. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

## 19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become part of a public work owned by the District.

## 20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement 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 in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

## 21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar and Vendor Registry.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

## 22. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River

Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwm.com](http://sjrwm.com). These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

PROPOSAL FORM

**Include this form in the response under Subfolder 1**

RESPONDENT:

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 making 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 in regard to 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 proposal opening, as acknowledged below; 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, 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.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title \_\_\_\_\_  
Fax number

## CHECKLIST OF REQUIRED DOCUMENTATION FORM

**Include this form in the response under Subfolder 5**

Proposal to be opened at 2:00 p.m., March 21, 2023.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS” for information to be included with the proposal package.

Subfolder 1 – Organization Profile and Ability of Personnel:

- a) Organizational Structure (*complete description in Attachment 1 – Questionnaire or attach organization chart*)
- b) Copy of certified public accountant (CPA) License(s)
- c) Documentation of ability to conduct audits per Florida Board of Accountancy (FBOA)
- d) Documentation of continuing education credit for key personnel
- e) Documentation of quality control/peer reviews within past three years (*copy of most recent report and results of any Federal or State desk reviews of field reviews of audits within the last three (3) years*)
- f) Independence statement - the Respondent shall provide an affirmative statement that it is independent of the District, as defined by generally accepted auditing standards.
- g) Proposal Form
- h) Proposed Subcontractors (form)
- i) Certificate as to Corporation (form)
- j) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications

Subfolder 2 – Technical and Management Approach:

- a) Proposed engagement letter

Subfolder 3 – Significant Engagements of a similar nature (financial audits for public entities):

- a) Significant Engagements worksheet (contained in Excel Questionnaire)

Subfolder 4 – Attachment 1 Questionnaire:

- a) Completed Attachment 1 – Questionnaire (Excel)

Subfolder 5 – Other Proposal Forms:

- a) Drug-Free Workplace Form (if applicable)
- b) Checklist of Required Documentation

Note: The above list is provided to assist Respondents in coordinating their proposals and does not relieve Respondents from ensuring that their proposals are complete including all documentation and required forms, statements, etc.

The proposal will be awarded to the Respondent having the highest ranked proposal, which successfully concludes negotiations with the District.

PROPOSED SUBCONTRACTORS FORM

**Include this form in the response under Subfolder 1**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

1. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

6. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_



CERTIFICATE AS TO CORPORATION FORM

**Include this form in the response under Subfolder 1**

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: \_\_\_\_\_

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

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

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

\_\_\_\_\_  
(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

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

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

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

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response under Subfolder 1

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

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

I, the undersigned, \_\_\_\_\_ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:  
 \_\_\_\_\_  
 the Respondent that has submitted the attached proposal.
2. The attached proposal is genuine. It is not a collusive or sham proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

DRUG-FREE WORKPLACE FORM

**Include this form in the Response under Subfolder 5 (if applicable)**

**This form required only in the event of a tie response**

The Respondent, (business name) \_\_\_\_\_, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

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

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

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

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS 38510  
ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES

Your reasons for not responding to this Request for Proposals are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the procurement staff named in this solicitation no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME AND TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

**SAMPLE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and \_\_\_\_\_ ("Auditor"), whose address is \_\_\_\_\_ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Auditor agrees to furnish and deliver all materials and perform all labor required for 38510, Annual Independent Financial Auditing Services (the "Work"). In accordance with RFP 38510 Auditor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, \_\_\_\_\_ Engagement Letter dated \_\_\_\_\_, 2023, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

- 2. COMMENCEMENT OF WORK.** Auditor shall commence the Work based on an agreed upon audit calendar submitted to and approved by the District's Project Manager. Auditor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Auditor shall not commence the Work until any required submittals are received and approved.

**3. LIQUIDATED DAMAGES**

- (a) If Auditor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Auditor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Auditor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would

sustain in such event. The amount of liquidated damages shall be one half of one percent (.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Auditor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Auditor shall not be charged with liquidated damages or any excess cost when the District determines that Auditor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

#### 4. **DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Auditor shall deliver all products and deliverables as stated therein. Auditor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Auditor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Auditor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Auditor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause for withholding payment.

- 5. **OWNERSHIP OF DELIVERABLES.** The Work is specified in the Statement of Work, Attachment A., Auditor shall deliver all products and deliverables as stated therein. Auditor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Auditor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Auditor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

## 6. FUNDING OF AGREEMENT

For satisfactory performance of the first three-year term of the Work, the District agrees to pay Auditor \$ \_\_\_\_\_ (the “Total Compensation”).

<b>AUDIT ACTIVITIES &amp; REPORT FOR:</b>	<b>TOTAL COST</b>
District FY 2022-2023 (October 1, 2022 – September 30, 2023)	\$ To be determined
District FY 2023-2024 (October 1, 2023 – September 30, 2024)	\$ To be determined
District FY 2024-2025 (October 1, 2024 – September 30, 2025)	\$ To be determined
District FY 2025-2026 (October 1, 2025 – September 30, 2026)	\$ To be determined
District FY 2026-2027 (October 1, 2026 – September 30, 2027)	\$ To be determined
<b>TOTAL PROPOSED COST FOR INITIAL TERM*</b>	<b>\$ To be determined</b>

Note: Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

## 7. PAYMENT OF INVOICES

- (a) Auditor shall submit itemized invoices on a monthly basis for the Work by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Accounting Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Auditor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Auditor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Auditor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Auditor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) Auditor's name and address (include remit address, if necessary); (3) Auditor's invoice number and date of invoice; (4) District Project Manager; (5) Auditor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Auditor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments.** Absent exceptional circumstances, Auditor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Auditor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (h) **Payments.** The District shall pay Auditor 100% of each approved invoice.
8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Auditor a written statement accepting all deliverables. Auditor's acceptance of final payment shall constitute a release in full of all Auditor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
9. **INDEMNIFICATION.** Auditor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Auditor, its employees or subcontractors, in the performance of the Work. Auditor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Auditor-employees performing under this contract.
10. **INSURANCE.** Auditor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Auditor waives its right of recovery against the District to the extent permitted by its insurance policies. Auditor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Auditor's obligation to provide insurance.
11. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem



tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Auditor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

**12. PROJECT MANAGEMENT PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices submitted via email are deemed delivered on the date transmitted and received.

DISTRICT

AUDITOR

Sam Gardner, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, FL 32177-2571  
 Phone: 386-643-1962  
 Email: SGardner@sjrwmd.com

TBD, Project Manager  
 TBD  
 TBD  
 TBD  
 Phone: TBD  
 Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Auditor shall provide efficient supervision of the Work, using its best skill and attention. Auditor shall at all times provide a competent Project Manager, satisfactory to the District. The Project Manager shall not be changed except with the District's consent, unless the Project Manager proves to be unsatisfactory to Auditor and/or ceases to be in its employ. All directions given to Auditor's Project Manager shall be as binding as if given to Auditor. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions and notifies Auditor of such, then that person shall be immediately dismissed from the project and shall not perform any further work connected with this Agreement. The District may request Auditor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Auditor shall maintain qualified and competent professional staff. Auditor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Auditor shall furnish proof thereof.

### 13. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Auditor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Auditor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Auditor on a frequency to be determined by the District. In such event, Auditor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
  2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Auditor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Auditor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

### 14. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Auditor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Auditor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Auditor shall not be compensated for delays caused by Auditor's inefficiency, rework made necessary by Auditor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten calendar days after the onset of a delay, Auditor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten calendar days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

## 15. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Auditor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 calendar days after commencement of the emergency change in the Work, Auditor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 calendar days after receipt of Auditor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Auditor decline to perform the emergency change in the Work.

## 16. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Auditor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to , or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Auditor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Auditor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Auditor shall not receive any further payment until the Work is completed by the District. Auditor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Auditor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Auditor. In such event, Auditor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Auditor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Auditor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Auditor may not claim any

compensation not specifically provided for herein, including, but not limited to loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Auditor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Auditor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Auditor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Auditor not less than five days' written notice, except in emergency circumstances. Auditor shall immediately comply with such notice. Should such stoppage increase Auditor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Auditor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Auditor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Auditor or third persons; or (3) the District fails to pay Auditor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Auditor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Auditor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Auditor, for a period of not less than three months; (2) the District fails to pay Auditor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Auditor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Auditor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

#### **ADDITIONAL PROVISIONS (In Alphabetical Order)**

#### **17. DEFINITIONS**

**ADDENDA:** Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

**AGREEMENT:** The written contract between the District and Auditor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

**AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

**AUDITOR:** Auditor, its officers, employees, agents, successors, and assigns.

**AUDITOR's PROJECT MANAGER:** The individual designated by the Auditor to be responsible for overall coordination, oversight, and management of the Work for Auditor.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

**DAY:** All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

**HOLIDAY:** The following holidays are observed by the District: New Year's Day, Birthday of Dr. Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving (and Friday), and Christmas Day.

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

**REQUEST FOR PROPOSAL:** An advertised solicitation for sealed competitive Proposals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of Proposals, and all contractual terms and conditions.

**RESPONDENT:** Any person who submits a response to a solicitation.

**STATEMENT OF WORK:** The District's written directions, requirements, and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

**SUBCONTRACTORS:** Those persons having a direct contract with Auditor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

**TOTAL PROPOSAL:** The total cost to be paid to Auditor for completion of the Work.

**TOTAL COMPENSATION:** The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

**WORK:** All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

18. **AUDIT; ACCESS TO RECORDS.** Auditor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Auditor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Auditor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

20. **COOPERATION WITH THE INSPECTOR GENERAL (IG), PURSUANT TO §20.055(5) FLA. STAT.** Auditor and any subcontractors understand and will comply with their duty, pursuant to

§20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**21. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Auditor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Auditor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

**22. DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Auditor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Auditor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Auditor shall proceed with the Work in accordance with said determination. This shall not waive Auditor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Auditor declines to modify the invoice, the Auditor must notify the District in writing within ten days of receipt of notice of rejection that the Auditor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Auditor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

**23. DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Auditor by sharing information on W/MBEs.

**24. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings will be in Putnam County and any federal legal proceeding shall be in Duval County; (2) each party shall bear its own

attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

25. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Auditor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Auditor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
26. **INDEPENDENT CONTRACTOR.** Auditor is an independent contractor. Neither Auditor nor Auditor's employees are employees or agents of the District. Auditor controls and directs the means and methods by which the Work is accomplished. Auditor is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Auditor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
27. **NUISANCE.** Auditor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
28. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Auditor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Auditor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Auditor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Auditor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Auditor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
29. **PUBLIC RECORDS**
- (a) Auditor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Auditor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Auditor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Auditor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Auditor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Auditor shall keep and maintain public records required by the District to perform the services under this Agreement.

- (c) If Auditor meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat.; [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) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Auditor of the request, and the Auditor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Auditor fails to provide the public records to the District within a reasonable time, the Auditor may be subject to penalties under s. 119.10, Fla. Stat.
  - (ii) Upon request from the District’s custodian of public records, Auditor 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 Chapter 119, Fla. Stat., or as otherwise provided by law.
  - (iii) Auditor 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 for the duration of the Agreement term and following completion of the Agreement if the Auditor does not transfer the records to the District.
  - (iv) Upon completion of the Agreement, Auditor shall transfer, at no cost to District, all public records in possession of Auditor or keep and maintain public records required by the District to perform the services under this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

IF THE **AUDITOR** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE **AUDITOR’S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT:

District Clerk  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, Florida 32177-2571  
 (386) 329-4127  
[clerk@sjrwmd.com](mailto:clerk@sjrwmd.com)

30. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Auditor’s failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Auditor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Auditor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation. In addition to the remedies set forth



above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

31. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Auditor has the sole and exclusive duty for the safety of the premises. Auditor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Auditor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Auditor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Auditor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Auditor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Auditor.
32. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Auditor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
33. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on Holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Auditor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Auditor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

AUDITOR

By: \_\_\_\_\_  
Michael A. Register, P.E., Executive Director (or designee)

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

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

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

Attachments:

- Attachment A — Statement of Work
  - Exhibit 1 – Key Personnel for the District
  - Exhibit 2 – District Computer Systems Software
  - Exhibit 3 - \_\_\_\_\_ Engagement Letter dated \_\_\_\_\_, 2023  
(to be inserted upon contract award and prior to signatures)
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)

ATTACHMENT A  
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 Amendments of 1996; the provisions of OMB Circular A-133; and Chapter 10.550, Rules of the Auditor General, and include tests of accounting records and a determination of major programs in accordance with Circular A-133.

The Office of Financial Services is currently preparing for the upcoming Fiscal Year 2022-2023 audit.

**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 is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the Auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the introductory section of the report or the statistical section of the report.
3. The Auditor will be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted government auditing standards.
4. The Auditor will conduct a single audit of Federal awards as prescribed in the Single Audit Act of 1984, as amended in 1996 and 2003.
5. The Auditor will conduct a single audit of State awards as prescribed in the Florida Single Audit Act.
6. 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 accepting auditing standards as set forth by the American Institute of Certified Public Accountants.
2. Standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (2003).

3. Provisions of the United States Office of Management and Budget (OMB), Circular Nos. A-87, A-133 and any other applicable circular issued by OMB.
4. Single Audit Act of 1984, as amended in 1996 and 2003.
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 Auditor General).

#### **D. WORK PRODUCTS REQUIRED**

The Auditor shall provide the following:

1. Independent Certified Public Accountants report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles.
2. Single Audit Reports in accordance with the Single Audit Act of 1984, as amended in 1996 and 2003 and the Florida Single Audit Act including:
  - a. Report of Independent Certified Public Accountants on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
  - b. Report of Independent Certified Public Accountants on Compliance with Requirements Applicable to Each Major Federal Program and Major State Program on Internal Control Over Compliance in Accordance with OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General.
  - c. Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.
  - d. Schedule of Findings and Questions Costs – Federal Awards Programs and State Projects
3. A management letter as required by §218.39(4), Fla. Stat. 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 discussed with key staff members before its issuance in final form.
4. Completed U.S. Department of Commerce, Bureau of the Census Data Collection Form (OMB No. 0348-0057) to be filed with Federal Single Audit Clearinghouse.
5. The Auditor will issue any additional reports deemed necessary as required by the auditing standards cited in Section C — Auditing Standards
6. The Auditor will deliver one electronic version of Section D, Items 1–3 above to be included in the District’s Annual Comprehensive Financial Report (ACFR).
7. All reports will be delivered based on a schedule as agreed to by the District and the Auditor.
8. Irregularities and illegal acts. The Auditor will be required to make an immediate written report of all irregularities and illegal acts, which they become aware of, to the following parties at the District:
  - Chair of the Governing Board
  - Executive Director
  - General Counsel
  - Inspector General

9. **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
  - Other services rendered

#### **E. SPECIAL CONSIDERATIONS**

1. The District may submit its ACFR to the Government Finance Officers Association of the United States and Canada for the Certificate of Achievement for Excellence in Financial Reporting program. If requested, the Auditor shall be required to provide special assistance/consultation to the District in order to meet the requirements of that program.
2. The schedules of federal and state financial assistance and related Auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued as part of the ACFR.
3. The Management Letter is to be issued as part of the ACFR.
4. If requested, the Auditor shall be required to provide assistance to the District to comply with any new GASB reporting requirements.

#### **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:

- St. Johns River Water Management District
- U.S. Department of Defense, Army Corps of Engineer
- U.S. Environmental Protection Agency
- U.S. Government Accountability Office
- State of Florida, Office of the Auditor General
- Other government entities from which the District receives funding
- Auditors of entities for which the District is a subrecipient 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 Sam Gardner, Inspector General (IG), Executive Office, at (386) 643-1962 or a designated representative, who will coordinate the assistance to be provided by the District to the Auditor.

The District's organizational structure can be accessed on the District's website using the following link: <https://www.sjrwmd.com/about/organization/>

A list of key personnel (Exhibit 1) is attached for reference.

### **B. BACKGROUND INFORMATION**

The St. Johns River Water Management District is one of five regional districts, created in 1973 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, which encompasses all or part of the Florida's 18 northeast counties covering approximately 12,400 square miles with a population of approximately 4.6 million. The District's fiscal year begins on October 1 and ends on September 30.

The mission of the District is to manage the water and water-related resources for the people through regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, 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 is projected for fiscal year 2022–2023 at \$36 million and, as of the date of this RFP, there are approximately 489 persons employed by the District.

The District is organized by divisions/offices, which includes the Executive Office. Refer to the District's Statement of Agency Organization and Operation at the following link: [https://www.sjrwmd.com/static/agency\\_statement.pdf](https://www.sjrwmd.com/static/agency_statement.pdf)

The accounting and financial reporting functions of the District are centralized. More detailed information on the District and its finances can be found in the ACFR for the fiscal year ended September 30, 2021, which is available on the District's Website at the following link: [Financial statements 21 as of 1-25-22.xls \(sjrwmd.com\)](#)

The ACFR for the fiscal year ended September 30, 2022. This report will be available on the District's Website after Governing Board approval, which is expected on March 14, 2023.

Further information on the District regarding its Governing Board, policies, and directives, etc., can also be found on the District's Website. [www.sjrwmd.com](http://www.sjrwmd.com)

**C. FUND STRUCTURE**

The District uses the following fund types in its financial reporting and all funds are considered major funds:

Fund Type	Number of Individual Funds	Number with Legally Adopted Annual Budgets
General fund .....	1	1
Special revenue funds .....	1	1
Capital projects funds .....	1	1

**D. BUDGETARY BASIS OF ACCOUNTING**

The District prepares its budgets on a modified accrual basis.

**E. FEDERAL AND STATE FINANCIAL ASSISTANCE**

The schedules of Federal and State Financial Assistance for fiscal year ended September 30, 2022, are included in the District’s Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2022-2023, and may be accessed on the District’s website through the following link:

<https://www.sjrwmd.com/static/financial/> .

**F. DEFINED BENEFIT PENSION PLAN**

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

The District also offers a Section 457(b) Deferred Compensation Plan and continues to sponsor a legacy Section 401(a) Money Purchase Pension 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. OVERVIEW OF THE OFFICE OF FINANCIAL SERVICES**

The Office of Financial Services is headed by Victoria Kroger, Office Director, and consists of 29 employees. The principal functions performed, and the number of employees assigned to each is as follows:

Function	Number of Employees
Administration .....	1
Accounting & Financial Reporting .....	11
<i>(Financial Systems and Payroll)</i>	
Procurement .....	11
<i>(Fixed Asset/Stores)</i>	
Budget .....	6

**I. COMPUTER SYSTEMS SOFTWARE**

For software, hardware, and computer system-related information, see Exhibit 2.

**J. INTERNAL AUDIT FUNCTION**

The District has an Inspector General (IG) with the responsibility for the District's internal audit function. To promote independence, the IG reports functionally to the Governing Board and administratively to the District's Executive Director. An audit plan is established each year by the IG and approved by the District's Governing Board.

The current audit plan does not allocate hours to assist in the financial and compliance audits. The IG will be available to meet with the independent Auditors to discuss any pertinent matters, including the quality of management, financial, accounting, and auditing personnel, whether any restrictions have been placed by management on the scope of their examination, or any other matters that should be discussed with the Governing Board. The IG's annual audit plan, audit reports, and work papers will be available for inspection by the external independent Auditors.

**K. AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS**

Interested Auditors who wish to review prior years' audit reports and management letters should contact James Halleran, CPA, James Moore, 121 Executive Cir., Daytona Beach, FL 32114, 386-257-4100, James.Halleran@JMCo.com. The District will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid in their response to this RFP.

**PART III—TIME REQUIREMENTS****A. SCHEDULE FOR THE FISCAL YEAR 2022 – 2023 AUDIT**

A similar schedule will be developed for audits of future fiscal years including if the District exercises its option for additional audits.

Each of the following shall be completed by the Auditor no later than the dates indicated unless otherwise agreed by the District.

1. **Detailed Audit Plan.** The Auditor will provide the District by August 12, 2023, both a detailed audit plan and a list of all schedules to be prepared by the District.
2. **Approval of Audit Plan.** The Auditor will present the audit plan for approval by the District's Governing Board at the September 12, 2023, Governing Board meeting.
3. **Interim Work.** The Auditor will complete all interim work by September 23, 2023.
4. **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 as of December 5, 2023.
5. **Field Work.** The Auditor will complete all fieldwork by December 22, 2023.
6. **Draft Reports.** The Auditor will provide all recommendations, revisions, and suggestions for improvement to the Accounting Director by December 29, 2023.



**B. ENTRANCE CONFERENCES, PROGRESS REPORTING, AND EXIT CONFERENCES**

A similar time schedule will be developed for audits of future fiscal years including if the District exercises its option for additional audits.

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

1. Entrance conference with Director of the Office of Financial Services, Accounting Director and all key Office of Financial Services personnel and heads of key divisions, offices, or programs ..... August 21-25, 2023
  - The purpose of this meeting will be to discuss prior audit problems, to 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 overall liaison for the audit and to make arrangements for workspace and other needs of the Auditor.
  
2. Progress conference, if needed, with the Office Director of Financial Services (or designees), key Office of Financial Services personnel and other directors of key divisions, offices, or programs..... September 18-22, 2023
  - The purpose of this meeting will be to discuss the year-end work to be performed
  
3. Entrance conference with Accounting Director and other key Office of Financial Services personnel to commence fiscal year-end audit work ..... December 1, 2023
  
4. Exit conference with Director of the Office of Financial Services and heads of key divisions, bureaus, offices or programs ..... December 22, 2023
  - The purpose of this meeting will be to summarize the results of the fieldwork, to review significant findings, and to discuss any management comments

**C. DATE FINAL REPORT IS DUE**

The District will provide a complete draft of the ACFR, including the Letter to the Citizens, financial statements, notes, and all required supplementary information, to the Auditors on or before January 31, 2024. The Auditor will provide a draft of all reports required for inclusion in the ACFR to the District by no later than February 10, 2024. The Auditor is expected to be available for meetings and phone consultation during the period following the end of fieldwork until completion of the ACFR.

The Auditor will complete their review of the draft ACFR and deliver a signed opinion letter “*Report of Independent Certified Public Accountants,*” single audit reports, and management letter to the District by no later than February 16, 2024. The Auditor will attend the meeting of the Governing Board when the District’s ACFR is presented for acceptance on March 12, 2024, or as otherwise agreed to by the District. The Auditor will make the required disclosures to the Committee, review the audit process, present audit results, and be available to answer any questions the Board members may have.

**PART IV — ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

**A. OFFICE OF FINANCIAL SERVICES AND CLERICAL ASSISTANCE**

Office of Financial Services staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations. The preparation of confirmations, any typing, and reproduction will be the responsibilities of the District.

**B. INFORMATION/COMPUTER SYSTEMS**

Office of Information Technology personnel will be available to provide computer systems documentation and explanations. The Auditor will be provided computer time and use of the District's computer hardware and software.

**C. PREPARATION OF ACFR REPORT**

Office of Financial Services staff will prepare all financial statements, notes, schedules and other supporting information for the ACFR. These reports are itemized as follows:

1. Basic Financial Statements:
  - Statement of Net Position
  - Statement of Activities
  - Balance Sheet — Governmental Funds
  - Statement of Revenues, Expenditures, and Changes in Fund Balances — Governmental Funds
  - Statements of Revenues, Expenditures, and Changes in Fund Balance — Budget and Actual
  - Notes to the Financial Statements
2. Management's Discussion and Analysis
3. Other Supplementary Information
4. Various Statistical Reports
5. Schedules of Federal and State Financial Assistance

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

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

**E. REPORT PREPARATION**

Report preparation, editing, and printing will be the responsibilities of the District.

EXHIBIT 1  
KEY PERSONNEL FOR DISTRICT

**Governing Board**

<u>Individual</u>	<u>Title</u>
Rob Bradley	Chair
Maryam H. Ghyabi-White	Vice Chair
Ron Howse	Treasurer
J. Chris Peterson	Secretary
Ryan Atwood	Member
Doug Bournique	Member
Douglas Burnett	Member
Cole Oliver	Member
Janet Price	Member

**Executive Offices**

<u>Individual</u>	<u>Title</u>
Michael A. Register, P.E.	Executive Director
Mary Ellen Winkler	Assistant Executive Director
Brad Purcell	Chief of Staff
Trina Vielhauer	Deputy Chief of Staff
Sam Gardner	Inspector General
Erin Preston	General Counsel (Interim)

**Office of Financial Services**

<u>Individual</u>	<u>Title</u>
Victoria Kroger	Office Director
Greg Rockwell	Accounting Director
Missy Licourt	Budget Director
Wendy Cox	Procurement Director

EXHIBIT 2  
DISTRICT COMPUTER SYSTEMS SOFTWARE

<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
Endpoint	Microsoft	Antivirus Tool	Client PC
SampleMaster Lims	Accelerated Technology Laboratories	Data management tool	Server
Adobe Acrobat (Pro, Standard, Reader)	Adobe	Imaging/Document Tool	Client PC/Cloud
Adobe Creative Cloud Suite	Adobe	Adobe Application Suite	Client PC/Cloud
Adobe Photoshop	Adobe	Imaging tool	Client PC/Cloud
Adobe Photoshop Elements	Adobe	Imaging tool	Client PC/Cloud
Adobe Dreamweaver	Adobe	Development tool	Client PC/Cloud
Adobe Premiere	Adobe	Video Editing/Production	Client PC/Cloud
ArcHydro Tools	AHGW	ESRI Arcmap Plugins	Client PC
AirData HD 360 Pro	AirData	UAV Imagery Manipulation	Cloud
ALLDATA	ALLDATA LLC	Fleet Vehicle Support/Parts	Cloud
SecureCheck	APTtechnology	Check Printing	Server
Aquarius Time Series	Aquatic Informatics	Water Data Analytics	Client PC/Cloud
Aspose for Words	Aspose PTY LTD	Programming Tools	Client PC
Jira	Atlassian	IT Workflow and Projects	Cloud
Confluence	Atlassian	IT Knowledge Base and Documentation	Cloud
SimonTest Angular Test Generator	Atlassian (Jira) add-on	Programming Tools	Cloud
Autodesk Design Review	Autodesk	Drawing tool Viewer	Client PC
Autodesk DWG TruView	Autodesk	Drawing tool Viewer	Client PC
AutoDesk Civil 3D, Autocad	Autodesk	CAD/Drawing Tools	Client PC/Cloud
Avenza Maps	Avenza	Mobile Maps	Mobile App
Bitwarden	Bitwarden	Username and Password manager	Cloud
Box.Com	Box	Public Records File Transfer	Cloud
LoggerNet	Campbell Scientific	Data logging	Client PC/Server
Camplife	Camplife LLC	Campsite Reservations	Cloud
Canvas	Canvas Solutions, Inc	Productivity	Mobile
DUO	Cisco	Multi-Factor Authentication	Mobile App/Server/Cloud
Endnote	Clarivate	Bibliographic tool	Client PC
Constant Contact	Constant Contact	Public Mass Communications	Cloud
PDFCompressor	CVISION	Document File Compression	Server
Daminion DAM systems	Daminion	Digital Asset Management	Client PC/Server
Dell/EMC Legato Networker	Dell/EMC	Data backup tool	Server
Axe Dev Tools	Deque Systems, Inc	Programming Tools	Client PC

<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
Ponds 3.3	Devo Engineering	Numeric/Scientific Modeling	Client PC
AOI and Map Theme	District Developed	ArcGIS tool	Server
ArcHydro Data Summary Tool	District Developed	ArcHydro	Client PC
ArcHydro Rainfall	District Developed	ArcHydro rainfall	Client PC
ArcHydro Water Quality	District Developed	ArcHydro water quality	Client PC
Biological Database Toolkit	District Developed	Biological data management	Server
Budget Planning Tool	District Developed	Budget planning	Server
Construction Inspection Forms	District Developed	Construction Inspection Forms	Server
Cost-share application	District Developed	Cost-share project request and management	Server
CUP/ERP Query tool	District Developed	Online permit GIS search	Server
ECM Document Search	District Developed	Search online documents	Server
E-Forms Purchase Requisition	District Developed	Forms	Server
E-Forms Travel Authorization Request	District Developed	Forms	Server
E-Forms Travel Reimbursement Voucher	District Developed	Forms	Server
eNoticing	District Developed	Permit application notices for public use	Server
Environmental Data QA	District Developed	Environment data	Server
Environmental Data Query Tool	District Developed	Online Environ. GIS data tool	Server
ePermit	District Developed	Online regulatory permitting application for public use	Server
eRegulatory System	District Developed	Regulatory permitting application for internal use	Server
Floridawaterpermits.com	District Developed	Inter-districts permit portal	Server
Geocache on Lands	District Developed	Apply to place geocache on district land.	Server
GWRAPPS	District Developed	Groundwater Apps	Server
HDS Internet Application Services	District Developed	Online Hydrological GIS data	Server
Hydrological Data Retrieval Tool	District Developed	Query hydrogeologic data	Server
Hydrometeorologic Data Toolkit	District Developed	Hydrological data retrieval	Server
Image Viewer	District Developed	Online DOQ image viewer	Server
Invasive Plants	District Developed	Invasive plants	Server
IT Budget Tool	District Developed	IR budget management	Server
Land Resources System	District Developed	Land resources	Server
Lithological Log Application	District Developed	Lithological data management	Server

<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
Lower St. Johns Database	District Developed	Water quality data specific to the lower St. Johns River	Server
Minimum Flows and Levels	District Developed	Minimum flow data	Server
Mitigation Banking	District Developed	Permitted mitigation bank query tool	Server
Outlook Meeting Room Reservation	District Developed	Reserve meeting room	Server
Radar rainfall	District Developed	Radar rainfall query tool	Server
Regulatory Conservation Easements	District Developed	Conservation easement	Server
Safety Observation System	District Developed	Safety observation reporting tool	Server
SJRWMD Directory	District Developed	Staff directory application	Server
SJRWMD Stormwater Harvesting Data Viewer	District Developed	Data Viewer	Server
Station Data Management System	District Developed	Management application for station data	Server
Station Header	District Developed	Station management	Server
Surveying Benchmarks	District Developed	Online survey benchmark	Server
Vehicle Reservation System	District Developed	Reserve vehicle	Server
Water Quality Collection System	District Developed	Field Data Collection System	Server
Waterwise Plant Database	District Developed	Searchable plant database	Server
Well Construction	District Developed	Well construction	Server
Well Construction and Logging	District Developed	Well construction management	Server
WQCS Maintenance Records	District Developed	Water Quality Collection System equipment maintenance reporting	Server
Docker Desktop	Docker	Application Development Tools	Client PC/Cloud
EFDC Modeling	DSI, LLC	Water Modeling Tools	Client PC
DYMO Label Software	DYMO	– software for Dymo labelers	Client PC
Dynamic Web Twain	Dynamsoft	Document Scanning	Client PC/Server
ERI Salary Accessor	Economic Research Institute	HR Payroll analysis	Cloud
Rapid SQL	Embarcadero Technologies, Inc.	Data mining tool	Client PC
Modret 6.1	Engineering Software, Inc.	Numeric/Scientific Modeling	Client PC
BeTheme WordPress Themes	Envato Market	Web site themes	Cloud
Envato Elements	Envato Market	Web site themes and assets	Cloud
Basins	EPA Basins	GIS / mapping tool	Client PC
ArcView	ESRI	GIS application	Client PC
ESRI ArcGIS	ESRI	GIS / mapping tool	Client PC/Server
ESRI ArcInfo	ESRI	GIS / mapping tool	Client PC/Server

<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
ESRI ArcMap	ESRI	GIS / mapping tool	Client PC/Server
ESRI ArcPad	ESRI	GIS / mapping tool	Client PC/Server
ESRI ArcSDE	ESRI	GIS / mapping tool	Client PC/Server
ESRI ArcGIS Pro	ESRI	GIS / mapping tool	Client PC/Cloud
Extensis Geoexpress	Extensis	ESRI Arcmap Plugins	Client PC
SilvAssist Suite	F4 Tech	Forestry Tools	Cloud
Formstack	Formstack	Web Form Builder	Cloud
Forscout EyeCare	Forscout	Network Security Admin Tools	Server
Browser History Examiner	Foxton	Digital Forensics	Client PC
Garmin GPS 5	Garmin LTD	GIS / mapping tool	Client PC
GoDaddy Web Hosting	Godaddy.com	Web Site Hosting	Cloud
Surfer 8	Golden Software	GIS / mapping tool	Client PC
Google Earth Pro (Free)	Google	GIS / mapping tool	Client PC
MapSource	GPSnow.com	GIS / mapping tool	Client PC
IQM2	Grannicus	Meeting Broadcasts	Client PC/Cloud
HAPROXY	HAPROXY Technologies	Network load balancing	Server
Envi+IDL	Harris Geospatial Solutions	Imagery Analysis	Client PC/Server
ServicePro	Helpdesk	Help desk software	Client/Server
Hootsuite	Hootsuite	Social Media/Communications	Cloud
Qualtrax	Ideagen	Lab Quality Control	Cloud
ImageTech Kofax Redaction	ImageTech	Document Redaction Tools	Client PC/Server
InfranView	Irfan Skiljan	Imaging tool	Client PC
TreeSize	Jam Software	File management tool	Client PC
SpaceObserver	Jam Software	Disk Storage Monitoring	Server
Intellij	JetBrains	Programming Tools	Client PC
PyCharm	JetBrains	Programming Tools	Client PC
Kahoot! 360 Individual	Kahoot!	Audience Polling and Interactions	Cloud
Hydstra	KISTERS	Water/Field Data Collection System	Client PC/Server
Knowbe4	KnowBe4.com	Cybersecurity Training	Client PC/Server/Cloud
Kofax Capture	Konica Minolta	Imaging tool	Client PC/Server
Malwarebytes AV	Malwarebytes	Antivirus Tool	Client PC/Cloud
Microsoft Office 365	Microsoft	Productivity	Client PC/Cloud
Microsoft Project	Microsoft	Productivity	Client PC/Cloud
Microsoft Visio Pro	Microsoft	Productivity	Client PC/Cloud
Microsoft Visual Basic	Microsoft	Development tool	Client PC
SCCM	Microsoft	System management tool	Client/Server
Microsoft Teams	Microsoft	Remote Meetings	Client PC/Cloud
Microsoft Azure Cloud	Microsoft	Cloud Server Infrastructure	Cloud
MiniTab	Minitab	Statistics tool	Client PC

<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
DNRGPS	Minnesota Dept of Natural Resources	GIS / mapping tool	Client PC
Mozilla Firefox	Mozilla	Web browser	Client PC
Netzoom Visio Stencils	Netzoom	Network mapping tools (Visio)	Client PC
NpCap	NpCap.Com	Network Security Admin Tools	Client PC
PDF Converter Pro	Nuance Software	Imaging tool	Client PC
Onsolve SmartCore	Onsolve	Emergency Notifications	Cloud
OpenLM	OpenLM	License Use Management	Server
ArchiveSocial	Optimere	Social Media Archiving	Cloud
Application Express	Oracle	Application development	Server
E-Business Suite	Oracle	Resource management	Server
WebCenter	Oracle	Content management system	Server
SQLDeveloper	Oracle	SQL database development tool	Client PC
Pix4D Mapper	PIX4D	UAV Imagery Manipulation	Client PC
Pix4D React	PIX4D	UAV Imagery Manipulation	Client PC
Pluralsight Professional	Pluralsight	Online IT Learning	Cloud
Putty	Putty	Free Telnet ssh client	Client PC
Python	Python Software Foundation	Development tool	Client PC
Quest Change Auditor	Quest	Sys Admin Active Directory Tools	Server
Quest Enterprise Reporter	Quest	Sys Admin Active Directory Tools	Server
Quest vRanger	Quest	Server Monitoring/Health	Server
Red Hat Linux	Redhat	Server Operating Systems	Server
PV-Wave	RogueWave	Water Modeling Tools	Server
Powershell Studio	SAPIEN	Development tools	Client PC
SAS	SAS	Statistics tool	Server
Notepad++	Scintilla	Programming Tools	Client PC
SearchWP	SearchWP	Website Plugin	Cloud
Sierra Wireless MDM Platform	Sierra Wireless	Remotely manage data telemetry modems	Cloud
EOS.Web Express	SirsiDyinx	Library Catalog	Cloud
SiteImprove	Siteimprove	Website Traffic Enhancement	Cloud
Visual Slick Edit	SlickEdit, Inc.	Development tool	Client PC
Smartsheet	Smartsheet.com, inc.	Lab Workflows	Cloud
Orion	SolarWinds	Network Monitoring	Server
ICPR	Streamline Technologies	Numeric/Scientific Modeling	Client PC
SurveyMonkey Team	SurveyMonkey	Surveys	Cloud



<b>SOFTWARE</b>			
<b>Application</b>	<b>Vendor</b>	<b>Function</b>	<b>Hardware</b>
Camtasia	Techsmith	Video Editing/Production	Client PC
TecPlot	Tecplot	Numeric/Scientific Modeling	Client PC
Westlaw	Thomson-Reuters	Legal Reference/Case management	Cloud
WebTMA	TMA Systems	Facilities and Fleet Work Orders	Cloud
Treasury Software	Treasury Software	Finance ACH Tools	Cloud
Testim Test Suite	Tricentis	Application development testing	Client PC/Cloud
GPS Pathfinder Office	Trimble	GIS / mapping tool	Client PC
eCognition Developer	Trimble	GeoSpatial Image Analysis	Client PC
Trimble TerraFlex	Trimble	GPS Handheld Mapping	Cloud
TurningPoint	Turning Solutions	Audience Polling	Client PC/Cloud
Twilio Text Messages	Twilio	Sends SMS texts from District Applications	Cloud
Uavforecast.com	Uavforecast.com	UAV Flight Planning	cloud
ABSUITE	Unisys	Finance Management System	Server
EOM Software	Unisys	FMS Connector for Printers and Files	Server
LP360 for ArcGIS	Unleashed Software	ESRI Arcmap Plugins	Client PC
Corpscon for Windows	US Army Corp of Engineers	GIS / mapping tool	Client PC
HEC-HMS	US Army Corp of Engineers	Numeric/Scientific Modeling	Client PC
HEC-RAS	US Army Corp of Engineers	Numeric/Scientific Modeling	Client PC
Veritas Enterprise Vault for Office 365	Veritas	Document Archiving	Cloud
VMWare vSphere	VMWare	Virtual Server Infrastructure	Server
VMWare vCenter	VMWare	Virtual Server Infrastructure	Server
VMWare Workstation	VMWare	Virtual Server Infrastructure	Client PC/Server
WinSCP	WinSCP.Net	Secure File Transfer Admin Tool	Client PC
Daptiv-Changepoint	Winvale Group	Project management	Cloud
WinZip	WinZip	Data compression tool	Client PC
CLM Matrix	Wolters Kluwer	Procurement Contract Management	Cloud
Xtools Pro	xTools	GIS / mapping tool	Client PC
Zapier	Zapier	Jira to ServicePro Integration	Cloud

EXHIBIT 3  
ENGAGEMENT LETTER

(TO BE INSERTED UPON CONTRACT AWARD AND PRIOR TO SIGNATURES)

ATTACHMENT B  
INSURANCE REQUIREMENTS

Auditor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Auditor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Auditor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Auditor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Auditor claims an exemption from workers' compensation coverage, Auditor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Auditor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.

(b) **General Liability.**

Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Investment Manager. Extensions shall be added, or exclusions deleted to provide the necessary coverage.

- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000
- (d) **Professional Liability.** (Per Claim) \$1,000,000 single limit
- (e) **Cyber Liability.** (Per Claim) \$1,000,000 single limit

ATTACHMENT C  
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: Sam Gardner, District Project Manager

CONTRACT NUMBER: 38510

CONTRACT TITLE: Annual Independent Financial Auditing Services

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. Auditor'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

- DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

**Auditor's approval: (choose one of the items below):**

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

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

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

(Auditor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Sam Gardner District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Kendall Matott, Sr. Contract Specialist r

c: Contract file  
Financial Services