

# **North Florida Water Utilities Authority**

## **Board of Directors Meeting Agenda**

**December 11, 2024**

**8:30 AM**

Duval Place – Executive Conference Room

971 West Duval Street

Lake City, Florida 32055

Pursuant to ss. 189.015 and 286.011, F.S. this public meeting of the Authority shall be conducted in-person at the noticed public forum. Members of the public are welcomed and encouraged to attend in person.

PLEASE BE ADVISED THAT ANYONE WANTING TO APPEAL AN OFFICIAL DECISION OF THE NORTH FLORIDA WATER UTILITIES BOARD MADE ON ANY SUBJECT AT THE MEETING MUST HAVE A VERBATIM RECORD OF THE MEETING THAT INCLUDES THE TESTOMONY AND EVIDENCE ON WHICH THE APPEAL IS BASED.

PERSONS WITH DISABILITIES WHO REQUIRE ASSIATANCE TO PARTICIPATE IN THE MEETING ARE REQUIRED TO CALL LISA ROBERTS, AT 386-758-1005 OR BY EMAIL AT: [lisa\\_roberts@columbiacountyfla.com](mailto:lisa_roberts@columbiacountyfla.com) AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.

### **8:30 Committee Meeting**

#### **Rate Study Selection Committee**

1. Review Rate Study Submissions

## **9:30 Board Meeting**

### **Call to Order**

1. Pledge
2. Roll Call
3. Additions and Deletions
4. Adoption of Agenda
5. Approval of the November 6, 2024, NFWUA Meeting Minutes

### **Discussion and Action**

6. Executive Director Search
7. Discussion of Rate Study – Committee Findings
8. NFWUA Website Update
9. Legislative Delegation Meeting

### **Board/ Public Comments**

10. Public Comment
11. Board Comment
12. Announcement: Next NFWUA Meeting Date (January 8, 2024 – Suwannee County
13. Adjournment

## **10:30 Auditor Selection Committee**

12. Review Selection Process – Memo from Grady Williams

## MEMORANDUM

To: Audit Selection Committee of NFWUA Board of Directors

From: Grady Williams, Legal Counsel to NFWUA

Re: Compliance with Annual Audit Requirements; Auditor Selection Committee

Date: December 2, 2024

**Requested Action:** Authorize legal counsel and staff to proceed with issuing RFP in final submitted format for selection of audit for NFWUA; related authorization of publication.

**Summary:** This topic was the subject of the Board's prior action at the November 6, 2024 monthly meeting, which resulted in the appointment of the Auditor Selection Committee (ASC) for NFWUA, an independent special district of the State of Florida.

**Critical Dates:** Please note the following critical dates for this process:

Wednesday, December 11, 2024 - 10:30 a.m. advertised NFWUA ASC initial meeting to approve final form of RFP solicitation and authorized publication.

Wednesday, January 15, 2025 – 5:00 p.m., deadline for questions re construction plans, specifications, and/or bid documents.

Tuesday, January 21, 2025 - 3:00 p.m., required submission time and date for RFP responses to David Kraus as RA for NFWUA.

Wednesday, January 22, 2025 - 3:00 p.m., open RFP responses at Col. Co. admin. offices.

Wednesday, January 29, 2025 - Agenda due for NFWUA Board and Committee Meeting(s)

Wednesday, February 5, 2025 - NFWUA Board and Committee Meetings in Lake City. If possible, have ASC meet first or during meeting, complete the ranking process, and then ask NFWUA to authorize the award to recommended audit firm

Wednesday, March 5, 2025 - NFWUA Board and Committee Meetings in Live Oak. If possible, have Board approve or ratify final agreement.

Wednesday, April 2, 2025 - NFWUA Board and Committee Meetings in Lake City. Possible delivery of audit report or status report re audit. Approvals by ASC and Board as needed.

Wednesday, May 7, 2025 - NFWUA Board and Committee Meetings in Live Oak. Possible delivery of audit report or status report re audit. Approvals by ASC and Board as needed.

Wednesday, June 4, 2025 - NFWUA Board and Committee Meetings in Lake City. Last date for timely delivery of audit report and approvals by ASC and Board as needed.

Monday, June 30, 2025 - last date for timely submission of audit to state.

**NORTH FLORIDA WATER UTILITIES AUTHORITY REQUEST FOR RFP 2024/2025-01 PROFESSIONAL AUDITING SERVICES**

The North Florida Water Utilities Authority (Authority) will receive sealed proposals in the office of its Registered Agent, David Kraus, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **3:00 PM** local time on **JANUARY 21, 2025** for the following: **PROFESSIONAL AUDITING SERVICES**

North Florida Water Utilities Authority is accepting written proposals from all qualified and interested auditing firms to provide Professional Auditing Services to the Authority. The successful party will provide the professional services described herein in support of the Authority. All work will be contracted within the terms, conditions, scope of work, and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate proposer's experience and abilities to successfully accomplish and support all aspects of the prescribed Scope of Work.

The Bid Forms and specifications may be obtained from the Authority's web site at <http://nfwua.org/procurement/>. Deadline for questions regarding construction plans, specifications, and/or bid documents must be received before **5:00 P.M.** on **JANUARY 15, 2025**. The Authority reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

NORTH FLORIDA WATER UTILITIES AUTHORITY (NFWUA)  
AND THE NFWUA AUDITOR SELECTION COMMITTEE

PROFESSIONAL AUDITING SERVICES  
Request for Proposals

2024/2025-01

RESPONSES ARE DUE BY:

JANUARY 21, 2025

3 P.M.

MAIL OR DELIVER RESPONSES TO:  
North Florida Water Utilities Authority  
Attn: David Kraus, Registered Agent  
135 NE Hernando Avenue  
Suite 203  
Lake City, FL 32055

## **NORTH FLORIDA WATER UTILITIES AUTHORITY**

### **REQUEST FOR PROPOSALS 2024/2025-01 PROFESSIONAL AUDITING**

#### **SERVICES**

North Florida Water Utilities Authority (NFWUA) will receive sealed proposals in the registered office of NFWUA, Attn: David Kraus, Registered Agent, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **3:00 P.M.** local time on **January 21, 2025** for the following:

#### **PROFESSIONAL AUDITING SERVICES**

NFWUA is accepting written proposals from all qualified and interested auditing firms to provide Professional Auditing Services to NFWUA. The successful party will provide the professional services described herein in support of NFWUA. All work will be contracted within the terms, conditions, scope of work, and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate proposer's experience and abilities to successfully accomplish and support all aspects of the prescribed Scope of Work.

The Bid Forms and specifications may be obtained from NFWUA's web site at <https://nfwua.org/procurement/>. Deadline for questions regarding construction plans, specifications, and/or bid documents must be received before **5:00 P.M.** on **January 15, 2025**.

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper.

NFWUA welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by NFWUA as stated in the evaluation section of this document. NFWUA reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. NFWUA may withdraw all or part of this solicitation at any time to protect the interests of NFWUA. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

All proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

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## OVERVIEW

NFWUA is accepting written proposals from all qualified and interested auditing firms to provide Professional Auditing Services to NFWUA. The successful party will provide the professional services described herein in support of NFWUA. All work will be contracted within the terms, conditions, scope of work, and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate proposer's experience and abilities to successfully accomplish and support all aspects of the prescribed Scope of Work.

Parties interested in submitting a response to this RFP must complete the requirements set forth in the attached documents. The conditions of engagement set forth in this proposal are binding to the proposer, and the proposer's acceptance must be confirmed by the signature of the proposer or an officer of the proposer on the required cover letter.

NFWUA reserves the right to reject any proposal found to be non-responsive, vague, or non-conforming. NFWUA reserves the right at any time to withdraw all or part of this request for proposals in order to protect its best interests. NFWUA is not liable for any costs incurred by any proposer in preparing its response. This request for proposals should not be construed as an offer to contract with your firm. All proposal responses are subject to Florida's public records laws.

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## SECTION I. GENERAL INSTRUCTIONS

These instructions will bind all proposers. The conditions and required contract terms herein set forth, except as may be specifically and clearly qualified, shall be considered a part of all proposals.

1. The following criteria are considered when ranking responsive proposals:
  - A. The ability, capacity, and skill of the proposer to perform required services.
  - B. Whether the proposer demonstrates the ability to perform services promptly and within specified deadlines.
  - C. Information relating to the character, integrity, reputation, judgment, experience, and efficiency of the proposer.
  - D. The proposer's prior performance of contracts with NFWUA; Columbia County, Florida; Suwannee County, Florida or entities similar to any of the foregoing, if any.
2. All proposers, their officers, employees, agents, and representatives shall not have any contact with any member of the Board of Directors for NFWUA, or staff member of NFWUA other than NFWUA's interim consultant/Executive Director, Registered Agent, and/or acting purchasing director regarding this solicitation or their submittal at any time prior to the final evaluation and ranking of proposals. Any contact such contact shall be cause for disqualification of the proposer and rejection of any proposal filed by that proposer.
3. All requested information shall be included with the proposal in an envelope in compliance with all instructions. All required information as well as any information the proposer wishes to have considered must be included in the sealed envelope. Proposals cannot be supplemented or changed after submission.
4. ALL PRICING INFORMATION INCLUDED IN THE PROPOSAL MUST BE PROVIDED IN A SEPARATE, SEALED ENVELOPE INCLUDED WITHIN THE ENVELOPE CONTAINING THE SEALED PROPOSAL. PROPOSALS THAT FAIL TO SEPARATE PRICING INFORMATION ACCORDING TO THIS INSTRUCTION SHALL BE REJECTED AS UNRESPONSIVE.
5. Each proposal shall be addressed to the attention of the NFWUA Auditor Selection Committee and clearly marked "SEALED PROPOSAL – RFP 2024/2025-01 – Professional Auditing Services". If the FedEx, UPS, USPS, or other delivery service envelope used to send the proposal to NFWUA constitutes the sealed envelope, then that envelope must be so marked. Unsealed proposals will be rejected as unresponsive. The NFWUA shall not be liable or responsible for prematurely opening a proposal if the proposal was not sealed in a properly marked envelope.
6. Items listed on the checklist included with this proposal and all other items required by this RFP must be fully and properly executed and submitted in the sealed envelope.



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7. If anything in this request for proposals is unclear, it is the proposer's responsibility to contact the purchasing officer for clarification before submittal of any proposal.
  8. A list of proposers shall be available through the purchasing office.
  9. Proposals must be typed. No changes or corrections will be allowed after proposals are opened.
  10. One (1) original, seven (7) unbound and 1 electronic copy (USB) of responses to this RFP must be submitted in a sealed envelope. Facsimiles will not be accepted. Proposals must contain one original, manual signature in ink of the proposer or an authorized officer of the proposer.
  11. If only one (1) proposal is received, that proposal may be left un-opened and rejected, and this request may be re-advertised. Alternatively, NFWUA may accept a single proposal if determined by the acting purchasing director to be in NFWUA's best interest due to factors such as scheduling or urgency of need for a particular service.
  12. Proposals received late will not be accepted. It is the proposer's sole responsibility to ensure proposals are timely delivered and received before the deadline. Submittals which are received after the closing date will be returned unopened to the submitting firm. NFWUA shall date and timestamp each proposal as it is received at the office set forth above. Should a proposal that was timely delivered be misplaced by NFWUA, but later found before ranking occurs, the proposal will be considered. A proposer may request a receipt showing the day and time a bid envelope is delivered.
  13. Telephone, facsimile, or emailed proposals will not be accepted under any circumstances.
  14. Any alterations, erasures, additions, or omissions of required information or any changes to specifications to this proposal are at the risk of the proposer. Proposals that substantially deviate from the minimum requirements of this proposal may be rejected as unresponsive.
  15. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to NFWUA or who has failed in former contracts with NFWUA to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
  16. No more than one proposal may be submitted by any proposer. If there are reasonable grounds to believe that any proposer is interested in more than one proposal for the same scope of services that will be considered sufficient cause for rejection of all proposals in which the proposer is interested.
  17. Proposers are expected to carefully examine any specifications and the general or special conditions of this RFP prior to submission. NFWUA reserves the right to reject any proposal for failure to meet these requirements, or to waive minor discrepancies as to all

proposers equally when such rejection or waiver is deemed to be in the best interest of NFWUA.

18. Any questions concerning the Request for Proposals process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to David Kraus at (386) 758-1005, or by email at [david\\_kraus@columbiacountyfla.com](mailto:david_kraus@columbiacountyfla.com).
19. The proposer or the proposer's authorized representative or agent must sign the bid in the space provided. Unsigned bids will be rejected. Signature must be "wet" signatures in ink. Typewritten or printed signatures will not be accepted.
20. Any proposer may withdraw a proposal at any time before the time set for opening.
21. Any complaint from proposers relative to this request for proposals or attached specifications shall be made prior to the time of opening; otherwise, the proposer waives any such complaint.
22. Any proposer affected adversely by an intended decision with respect to the selection of any proposal shall file with the Registered Agent as acting purchasing director for NFWUA a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of rankings. Protest procedures may be obtained in the Purchasing Department.
23. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime cannot transact business with NFWUA for a period of 36 months from the date of being placed on the convicted vendor list and therefore should not submit a proposal to provide services to NFWUA and shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with NFWUA County.
24. Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
  - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with NFWUA.
25. Proposers regularly check online at <https://nfwua.org/procurement/> for this request. All addendums to this request shall be posted online only through this website, and it is the proposer's responsibility to ensure all addendums are used in the bid submittal.

**ANY CONDITIONS OR REQUIREMENTS INCLUDED WITHIN THE RFP WHICH VARY FROM THESE GENERAL INSTRUCTIONS SHALL TAKE PRECEDENT.**

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**MANDATORY REQUIREMENTS:**

The Board of Directors for NFWUA has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such as a desirable feature will not by itself cause rejection of a proposal.

Replies which do not meet the material requirements of this RFP or which otherwise fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFP are those set forth as mandatory, or those without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to NFWUA. Respondents whose replies, past performance, or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive.

The Board of NFWUA reserves the right to determine which replies meet the material requirements of the RFP, and which respondents are responsible and/or responsive.

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I. INTRODUCTION

A. GENERAL INFORMATION

NFWUA ASC is requesting proposals from qualified firms of certified public accountants to audit NFWUA's financial statements beginning with fiscal year ending September 30, 2024. Projected revenues shown are based on allotments received or expected to be received from the founding members and participating counties in NFWUA, being Columbia County, Florida, and Suwannee County, Florida. It is anticipated the initial term of any contract will be five (5) years with up to two (2) additional three (3) year terms. All audits are to be performed in accordance with the provisions contained in this RFP.

There is no expressed or implied obligation for the NFWUA ASC to reimburse responding firms for any expenses, losses, or claims incurred in preparing proposals in response to this request.

All conditions and requirements set forth in this request for proposals shall become conditions of the contract between NFWUA and the selected firm unless otherwise stated in the contract.

NFWUA is an independent special district of the State of Florida, and is required by Florida law (Section 218.39, Florida Statutes) to have a separate annual "financial audit." The firm to conduct that audit may only be selected after a recommendation is made by the NFWUA ASC. Pursuant to Florida Statutes section 218.391(3)(d), proposals submitted will be evaluated by the appointed members of the NFWUA ASC.

Each member is authorized to designate an individual to represent their office in their stead as provided by the statute. During the evaluation and ranking process, the NFWUA ASC Committee reserves the right, where it may serve NFWUA's best interests, to request additional information or clarifications from those firms filing responsive proposals, or to allow corrections of immaterial errors or omissions.

NFWUA ASC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between NFWUA and the firm selected.

It is anticipated that the NFWUA ASC will evaluate and rank qualified firms between January 29, 2025 and February 5, 2025, or as soon thereafter as a meeting can be called. Contract negotiations will commence following the presentation and approval by the NFWUA Board at its February 5, 2025, regular scheduled meeting, or as soon thereafter as a meeting can be called. Approval or ratification by the NFWUA Board to execute a contract is expected by its March 5, 2025, regularly scheduled meeting, or as soon thereafter as a meeting can be called.

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B. TERM OF ENGAGEMENT

A fixed fee five (5) year contract is contemplated with renewal for up to two (2) additional three (3) year terms with the concurrence of the NFWUA ASC and the approval of the NFWUA Board. Any contract will be subject to annual appropriation.

C. TERMINATION

Any contract will provide that the agreement may be terminated by either party upon a minimum one hundred twenty (120) days written notice if there is a substantial failure by the auditor to perform in accordance with the terms of the agreement through no fault of NFWUA. Upon termination any amount payable to the auditor will be a pro rata amount of the fee as earned, determined on the basis of the relationship of the amount and value of the work performed prior to receipt of a notice of termination.

D. SUBCONTRACTING

Proposers may include subcontracting portions of the engagement. If this is the case, the name of the proposed subcontractor(s), must be clearly identified in the proposal and will be made part of any contract. No other or additional subcontracting will be allowed without the express written consent of the NFWUA ASC and the NFWUA Board.

E. INDEMNIFICATION AND HOLD HARMLESS

The selected auditor shall agree to indemnify and hold NFWUA harmless from and for any and all claims, liabilities, losses, and causes of action which may arise out of its fulfillment of the agreement. The auditor will agree to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors, or omissions of the selected auditor, its officers, employees, agents, or others acting at its direction. The first ten dollars (\$10.00) of remuneration paid to the selected auditor shall be consideration for the indemnification provided for above.

If completion of any audit (to include the work of others) is delayed or suspended as a result of the auditor's failure to purchase or maintain any required policy of insurance, the auditor shall indemnify NFWUA from any and all increased expenses resulting from such delay.

II. SCOPE OF SERVICES

The NFWUA Board desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with (GAAP) Generally Accepted Accounting Principles accepted in the United States of America and Auditor General of the State of Florida.

A. AUDITING AND ATTESTATION STANDARDS TO BE FOLLOWED

This audit is to be performed in accordance with:

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1. Florida Law (Florida Statute 218.39, Annual Financial Audit Reports).
  2. Auditing standards generally accepted in the United States as set forth by the American Institute of Certified Public Accountants.
  3. Auditing standards applicable to financial audits as contained in the General Accounting Office's (GAO) Government Auditing Standards, and any amendments thereto issued by the Comptroller General of the United States.
  4. The provisions of the Federal Single Audit Act Amendments of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations and any amendments thereto.
  5. The Florida Single Audit Act, Florida Statutes 215.97 and Chapter 27D-1, Rules of the Executive Office of the Governor, Florida Administrative Code.
  6. Rules of the Auditor General, Section 10.550, Local Government Audits.
  7. Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future

**B. REPORTS TO BE ISSUED**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by the above-mentioned standards:

1. A report on the fair presentation of the financial statements in conformity with Generally Accepted Accounting Principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in relation to" the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each Major Federal Awards Program and State Financial Assistance Projects, if applicable.
4. A report on compliance and internal control over compliance applicable to all laws, regulations and contracts.
5. Notes to the financial statements.
6. A schedule of findings and questioned costs.
7. A summary schedule of prior audit findings.
8. An independent auditor's management letter.

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9. A schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable.
  10. The online Annual Financial Report (AFR) as required by Chapter 218.32 of the Florida Statutes prior to June 30th of the following fiscal year-end.
  11. Submit online and certify the SF-FAC to the Federal Audit Clearinghouse and finalize submission of the Single Audit package, if applicable.
  12. Any other statements, schedules or reports that may be required under any of the auditing standards notated in Section II C "Auditing Standards to be Followed" or by Federal or Florida law.

Items 1-12 above shall be bound in the following manner:

1. Ten (10) copies of a single bound report and one (1) OCR formatted electronic copy such as a PDF file shall be required annually. Each single bound report shall include item numbers 1-12 except items 10 and 11. Each single bound report shall include the annual audit of NFWUA (Attachments A-F).

In the above required report(s) on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls. The report(s) on compliance and internal controls shall include all instances of non-compliance.

The auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the NFWUA ASC, Rocky Ford, Chairman of the Board of NFWUA, Dale Kraus, Registered Agent for NFWUA, Grady Williams, NFWUA Attorney, and James M. Swisher, Jr., the Clerk of Circuit Court and Comptroller for Columbia County, Florida, who serves as the Budget Officer and Recording Secretary for NFWUA (Budget Officer).

Auditors shall assure themselves that each NFWUA Board member is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.

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5. Other information in documents containing audited financial statements.
  6. Disagreements with management.
  7. Management consultation with other accountants.
  8. Major issues discussed with management prior to retention.
  9. Difficulties encountered in performing the audit.

In addition, a detailed audit plan and proposed timeline should be submitted to the NFWUA under the direction of the Budget Officer subsequent to the awarding of the contract for audit services and each year prior to the beginning of the interim audit procedures. This audit plan should conform to Section IV "Time Requirements." The auditor shall submit an "Auditor Request List", to NFWUA under the direction of the Budget Officer promptly upon award for NFWUA's first partial fiscal year ended September 30, 2024, and prior to October 1 of each additional fiscal year.

#### C. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years from the date of creation, unless the firm is notified in writing by NFWUA of the need to extend the retention period. The auditor must supply written notice of its intent to permanently destroy such records at least 30 days prior to destruction. The auditor shall make working papers available, upon request, to the following parties or their designees:

1. NFWUA ACS,
2. U.S. General Accounting Office,
3. Any party designated by the federal or state governments or by NFWUA as part of an audit quality review process,
4. Auditors of entities of which NFWUA is a recipient or sub-recipient of grant funds, and
5. Any other individual or entity as provided by law.

#### D. ASSISTANCE IN PREPARATION OF FINANCIAL STATEMENTS

Due to time constraints and limited NFWUA staff, the auditor will assist in preparation of the financial statements, related notes, required supplementary information, and schedule of expenditures of federal awards and state financial assistance, as applicable. NFWUA management will acknowledge responsibility for the financial statements and the Board of NFWUA or Budget Officer for NFWUA, will provide designated staff with suitable skill, knowledge, and experience to oversee, evaluate, and accept responsibility for these services.



E. IMPLIED REQUIREMENTS

All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described in this RFP shall be included in the Scope of Work to be performed. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. NAME, LOCATION AND TELEPHONE NUMBER OF CONTACT PERSONS

Inquiries concerning this RFP and the subject of the RFP must be made only to:

David Kraus, Registered Agent  
135 NE Hernando Ave  
Lake City, Florida 32055  
(386) 758-1005

After being awarded the audit contract, the auditor's principal contact with the NFWUA ASC will be the Budget Officer or a designated representative, who will coordinate the assistance to be provided by NFWUA to the auditor.

B. BACKGROUND INFORMATION

NFWUA is an independent special district of the State of Florida established April 18, 2024, by Interlocal Agreement between Columbia County, Florida, and Suwannee County, Florida, to address regional water and wastewater concerns, and to manage and operate the water and wastewater utilities systems of the respective participating counties. Appropriations of \$100,000 per county (\$200,000 total) were budgeted and received by NFWUA for its initial partial fiscal year which ends on September 30, 2024, and \$150,000 per county (\$300,000 total) is budgeted and anticipated to be received by NFWUA for FY 2024-2025. Additional revenues may be anticipated from operations in FY 2024-2025, after an Executive Director is hired by NFWUA. Current Board members of NFWUA are Rocky Ford, Chair, Franklin White, Vice-Chair, Ron Williams, and Leo Mobley. Roy Steven Dicks was appointed by the Board to serve as the fifth Board member in November 2024. Dale Williams of North Florida Professional Services, Inc. previously served as interim consultant/executive director for NFWUA through the November 6, 2024 Board meeting. The hiring of or contracting with a full-time Executive Director for NFWUA is anticipated during FY 2024-2025. Columbia County Manager David Kraus is the designated Registered Agent for NFWUA. The Columbia County Clerk of the Court and Comptroller, James M. Swisher, Jr., serves as Budget Officer for NFWUA and Recording Secretary for the NFWUA Board. Grady Williams serves as legal counsel to NFWUA. The NFWUA Board meets regularly on a monthly basis, usually the first Wednesday morning at 9:30 a.m., alternating between Lake City and Live Oak, Florida. Beginning in FY 2024-2025, NFWUA's fiscal year begins on October 1 and ends on September 30.

C. REPORTING ENTITY

North Florida Water Utility Authority (NFWUA)  
Attn: David Kraus, Registered Agent  
135 NE Hernando Ave Suite 203, Lake City, FL 32055

D. FUND STRUCTURE

NFWUA currently uses a self-balancing fund structure in accounting for its operations and services.

<u>Fund Type</u>	<u>Number of Individual Funds/Sub-funds</u>
General fund	1

Addition of sub-funds to be included in the financial reporting may be anticipated in the future.

E. BUDGETARY BASIS OF ACCOUNTING

NRWUA prepares its budgets on a basis consistent with generally accepted accounting principles.

F. FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

NFWUA may apply from time to time for financial assistance related to its water and wastewater utilities operations and maintenance role. If applicable, a schedule of expenditures of federal awards and state financial assistance should be included in NFWUA's prepared audit.

G. PENSION PLANS

Although currently under review and consideration by the NFWUA Board, prior to the hiring of its initial Executive Director, it is anticipated that all full-time NFWUA employees will be participants in the Florida Retirement System, a multi-employer, cost-sharing public retirement system which is controlled by the State Legislature and administered by the State of Florida, Department of Management Services, and Division of Retirement. Actuarial services for this retirement plan can be obtained by contacting the Division of Retirement. Actuarial services for the Florida Retirement System are outlined in Section 112.63 of the Florida Statutes.

IV. TIME REQUIREMENTS

A. SCHEDULE FOR THE FISCAL YEAR AUDIT

The NFWUA Budget Officer will have all records ready for audit and all pertinent personnel available to meet with the firm's personnel on negotiated dates and at times

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that are mutually acceptable. A tour of pertinent facilities can be arranged upon request once the contract is ratified.

Field work should be coordinated with NFWUA beginning in the month of award for the initial fiscal year audit, and thereafter in the month of December.

All field work is to be completed by March 31.

**B. PROGRESS REPORTING, DRAFT REPORTS AND EXIT CONFERENCE**

The auditor shall notify the NFWUA Budget Officer, in advance, if any of the negotiated field work dates will not be met. The auditor shall provide a draft of the audit report to the Budget Officer by April 30. Draft reports are to be provided after all partner reviews and before reports are finalized.

An exit conference will be held with the Budget Officer and NFWUA registered agent/executive director no later than May 21.

**C. DATE FINAL REPORT IS DUE**

The auditor should be available for any meetings that may be necessary to discuss the audit. The final signed reports shall be delivered to the NFWUA Board by May 31. The auditor shall present the Final Audit Report to the NFWUA Board at the second regularly scheduled meeting in June.

**V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

**A. BUDGET OFFICER AND CLERICAL ASSISTANCE**

The NFWUA Budget Officer, staff, and responsible NFWUA management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the clerical staff of NFWUA and the Budget Officer.

**B. WORK AREA AND COMMUNICATION EQUIPMENT**

The NFWUA Budget Officer or his designee will provide the following:

1. Reasonable work space consisting of a conference table and seating for six (6) staff members. If additional space will be required, advance notice must be given to the Budget Officer and additional space may be provided if available.
2. Access to a telephone line, a facsimile machine, a scanner, and a photocopier.
3. Access to a data line or the internet.

Use of these items is at all times restricted to work relevant to the NFWUA's annual audit.

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C. STATEMENTS, SCHEDULES, AND REPORT PREPARATION

It shall be the responsibility of the Finance Department to gather and prepare any preliminary schedules relevant to the "Auditor Request List".

All statements, schedules, and report preparation, editing and printing relevant to Section II D, Reports to Be Issued, shall be the responsibility of the auditor.

VI. RESPONSE

A. TECHNICAL PROPOSAL

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the Proposer's competence and capacity of the firms seeking to undertake an independent audit of NFWUA in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the proposals of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in this RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the following subjects, items No. 2 through 12, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that they will be independent of NFWUA as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving NFWUA, Columbia County Board of County Commissioners, and/or Suwannee County Board of County Commissioners for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. The firm shall include a list of subcontractors to be used for the engagement.

In addition, the firm shall give the NFWUA ASC written notice of any professional relationships entered into during the period of this agreement with any of the above noted offices, agencies, or departments.

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3. License to Practice in Florida

An affirmative statement should be included that the firm and all assigned key professional staff, including subcontractors, are properly licensed to practice in the State of Florida.

4. External Peer, Quality Control and Desk or Field Reviews

All firms participating in the proposal must provide the most recent:

- a. External peer review report and any letter of comment.
- b. External quality controls review, with a statement whether that quality control review included a review of specific government engagements.
- c. Federal or state desk reviews or field reviews of its audits during the past three (3) years.

In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. If the latest external peer, quality control and desk or field reviews are not available, a statement as to why they are not available must be submitted.

5. Firm Proposals and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis, the number and nature of the staff to be so employed on a part-time basis, and any subcontractors providing services under any agreement with NFWUA.

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

6. Partner, Supervisory and Staff Proposals and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each person is registered or licensed to practice as a certified public accountant in Florida. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

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Provide as much information as possible regarding the proposer's experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. Audit personnel may otherwise be changed at the discretion of the proposer, provided that replacements have substantially the same or better experience.

7. Affirmative Statements Related to Employment Policies

An affirmative statement should be provided that affirms the following:

- a. Non-discriminatory policy. The firm shall not allow any person to be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status or the presence of any sensory, mental or physical handicap.
- b. Drug Free Workplace. The firm complies with regulations related to a drug-free workplace as defined in Florida Statute 287.087.
- c. Public Entity Crime. The firm shall affirm that neither the firm nor any person associated with the firm who will work on this engagement has been placed on the convicted vendor list as defined by Florida Statute Section 287.133.

8. Insurance Requirements

The firm warrants that it shall, at the firm's sole expense, procure, maintain and keep in force amounts and types of the following insurance and will provide proof of said coverage to the Columbia County Auditor Selection Committee upon the signing of an audit contract:

- a. Worker's Compensation/Employer's Liability pursuant to Florida Law.
- b. Commercial General Liability. The minimum amount of coverage shall be \$1,000,000 for each occurrence.
- c. Professional Liability. The minimum amount of coverage shall be \$1,000,000.

9. Prior Engagements with NFWUA; Columbia County, Florida; or Suwannee County, Florida

List separately all engagements within the last five (5) years, ranked on the basis of total staff hours, for NFWUA; Columbia County, Florida, or Suwannee County, Florida by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

10. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five (5) years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

11. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this RFP.

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

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement (no dollar units or costs should be included).
- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.

- f. Approach to be taken to gain and document an understanding of the NFWUA's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- i. Describe how the audit will be conducted in the first year versus subsequent years.
- j. Approach to any necessary audit and reporting software conversions.

12. Identification of Anticipated Potential Audit Problems

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

B. Pricing

1. General Requirements

ALL PRICING INCLUDED WITH THE PROPOSAL IS REQUIRED TO BE PROVIDED IN A SEPARATE, SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ARE TO BE OPENED AFTER ALL OTHER RANKING CRITERIA ARE SCORED AND TABULATED.

The negotiated contract shall, at a minimum, identify the following:

- a. Rates by Partner, Specialist, Supervisory and Staff level times the number of hours anticipated for each.
- b. Out-of-pocket expenses and the reimbursement rates for such expenses. It is anticipated these rates will follow Section 112.061 of the Florida Statutes, the prevailing guide for NFWUA out-of-pocket expenses.
- c. Rates for additional professional services.



2. Manner of payment

It is anticipated the contract will include that not less than ten percent (10%) of each billing will be retained until the final audit reports are submitted to the NFWUA Board. Invoices or requests for payment should be made no more often than once per month.

3. Prior Contracts

Proposals should include one or more sample, standard contracts the proposer has utilized in the past. This standard contract may be used to further price and payment negotiations.

VII. EVALUATION PROCESS

A. AUDITOR SELECTION COMMITTEE

Proposals submitted will be evaluated and ranked by the NFWUA ASC as established by Section 218.391(3)(a) of the Florida Statutes.

B. REVIEW AND RANKING OF PROPOSALS

The acting NFWUA purchasing officer will determine whether each proposal meets the mandatory requirements for responsiveness in subsection C.1 of this part. Proposals that do not include these mandatory elements will be unresponsive and will not be scored by the NFWUA ASC. The NFWUA ASC will be provided with a list of firm names who submitted proposals not meeting the mandatory elements of this request for proposals.

Proposals meeting the mandatory elements of this request for proposals will be forwarded to the members of the NFWUA ASC on January 23, 2025 or as soon thereafter as possible. The NFWUA ASC will use a point system, scoring proposals individually during the review process.

The maximum score is 100 points per member. Each member of the committee will score each proposal meeting the mandatory elements according to the criteria described below.

After scoring is complete on all other criteria, the acting NFWUA purchasing officer will open the sealed pricing envelopes and rank each firm, distributing points such that the lowest price will receive all available points and the highest price will receive zero points, with intermediate prices receiving points accordingly. The full Auditor Selection Committee will convene to review and discuss and tabulate the scored evaluations. Ranking will be determined according to composite ordinal scoring, and the top three ranked proposals will be recommended to the NFWUA Board.

The NFWUA Board will vote to finalize the rankings after receiving the recommendations of the NFWUA ASC. It is anticipated that this selection will be made around February 5, 2025, or as soon as a meeting may be called thereafter. Following notification of the number one firm selected, it is expected negotiations will commence immediately. Final contract approval is expected to take place at the NFWUA Board meeting on March

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5, 2025, or as soon as a meeting may be called thereafter. Upon reaching an agreement, a contract will be submitted for approval and execution by the selected auditor and the NFWUA Board.

The NFWUA Board reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

#### C. EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical proposals. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements (Reviewed by the Purchasing Officer)
  - a. The audit firm is independent and licensed to practice in Florida.
  - b. The firm has no conflict of interest with regard to any other work performed by the firm for NFWUA; Columbia County, Florida; and/or Suwannee County, Florida.
  - c. The firm adhered to the instructions in this request for proposals and submitted a complete proposal.
  - d. The firm submitted a copy of its last external quality control review report and the firm has a record of quality audit work.
2. Technical Quality (Maximum 100 points) (Scored by the Auditor Selection Committee members)
  - a. Expertise and Experience (Maximum 70 points)
    - (1) The firm's past experience and performance on comparable government engagements (Maximum 30 points).
    - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum 25 points).
    - (3) The firm's internal review process, existing quality controls, adequacy of staff to perform the required audits (current and projected) and familiarity with applicable federal regulations and standards for audits of government organizations, programs, activities and functions (Maximum 15 points).
  - b. Audit Approach (Maximum 20 points)
    - (1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum 10 points).

- (2) Adequacy of sampling techniques (Maximum 5 points).
- (3) Adequacy of analytical procedures (Maximum 5 points).
- c. Local preference per NFWUA Purchasing Policies and Procedures (5 points)
- d. Fee Proposal (Maximum 5 points)

**D. Acceptance of Terms and Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between NFWUA ASC and the firm selected.

The NFWUA Board reserves the right without prejudice to reject any or all proposals.

**E. ADDITIONAL REQUIREMENTS**

**1. Addendums and Clarifications**

Each proposer shall examine the RFP documents carefully. If any part of the RFP documents is considered unclear or confusing, then no later than January 14, 2025, the proposer shall make a written request to the acting NFWUA purchasing director for interpretation or correction of any ambiguity, inconsistency, or error. Interpretations or corrections, if any, will be addressed through addenda which will be emailed to all proposers. It is necessary to identify each addendum and to confirm that a proposal is responsive to the inclusion of each addendum. No correction or clarification shall be made verbally, and no respondent should rely on any verbal communications as forming the basis for any understanding of these documents.

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any NFWUA employee prior to the opening of the proposals. Only those communications which are in writing from NFWUA may be considered as a duly authorized expression of the NFWUA ASC.

Only communications from firms which are in writing and signed will be recognized as duly authorized communications from any proposer.

**2. Business Tax Receipt, Corporate Status, and Registrations**

The proposer shall be responsible for obtaining and maintaining throughout the contract period his or her city or county Business Tax Receipt if applicable, and any licenses required pursuant to the laws of Columbia County, Suwanee County, and the State of Florida. Every proposal shall include a copy of the company's local business or business tax receipt from a jurisdiction in which its primary offices are located or provide a written statement on letterhead indicating why no business tax receipt exists.

If the proposer is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status and a Certificate of Good Standing with the Division of Corporations of the State of Florida or such other state as applicable.

3. Status

The auditor shall, at all times relevant to any contract with NFWUA, be an independent contractor and in no event shall the auditor, nor any employees or sub-contractors under it, be considered to be employees of NFWUA.

4. Receipt and Opening of Proposals:

Proposals will be opened publicly at the time and place stated in this Request for Proposals (RFP). No proposals received after the deadline will be considered. No responsibility shall be attached to any person for the premature opening of a proposal not properly addressed and identified. At the time fixed for the opening of proposals, the contents of the RFP form will be made public for the information of other interested parties who may be present either in person or by representative.

Sealed pricing will not be opened until after the NFWUA ASC has convened and evaluated all other sections of the evaluation criteria.

5. Withdrawal of Proposals:

Proposals may be withdrawn by written request received from respondents prior to the time fixed for opening. Negligence on the part of the respondent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

VIII. ETHICAL BUSINESS PRACTICES:

A. Gratuities.

It is unethical for any person to offer, give, or agree to give any NFWUA employee, or for any NFWUA employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks.

It is unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

If there is a substantiated charge of unethical business practices in connection with this proposal, the NFWUA ASC and the NFWUA Board shall postpone any award and immediately suspend any contract until such time as such substantiated charges are resolved. The NFWUA Board may deny an award or cancel the contract if it determines at any point that unethical business practices were involved in this procurement.

**RFP CHECKLIST (Required Forms):**

Please submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP:

- ☐ Completed RFP Response Sheet with Signature
- ☐ Reference Form
- ☐ Non-Collusion Affidavit
- ☐ Public Entity Crimes Statement
- ☐ Drug Free Workplace
- ☐ Conflict of Interest Form
- ☐ W-9
- ☐ Certification/Debarment/Suspension
- ☐ Applicable Licenses/Registrations
- ☐ Equal Opportunity/Affirmative Action Statement
- ☐ Technical Proposal
- ☐ Bid Form in Separate Sealed Pricing Envelope

RFP RESPONSE SHEET

The Board of Directors of the North Florida Water Utilities Authority (NFWUA) reserves the right to accept or reject any and/or all proposals in the best interest of NFWUA.

Rocky Ford, Chair

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY:

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS:

\_\_\_\_\_  
TELEPHONE:

\_\_\_\_\_  
EMAIL:

**BID FORM**

Sealed Proposals must be received in by NFWUA c/o the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL 32055 no later than 3:00 P.M., on January 21, 2025. NFWUA reserves the right to reject any and/or all bids and to accept the proposal in NFWUA's best interest, bid F.O.B., NFWUA.

**Annual Audit Fee** \$ \_\_\_\_\_

Written Annual Audit Fee \$ \_\_\_\_\_

**Additional Professional Services** \$ \_\_\_\_\_

Written Additional Professional Services \$ \_\_\_\_\_

**\*Provide a list of Hourly Rates per Position and any applicable Additional Professional Services Description with Bid Form**

I certify that this proposal meets or exceeds NFWUA specifications and that the undersigned proposer declares that I have carefully examined the specifications, term and conditions of this proposal, and I am thoroughly familiar with its provisions. The undersigned proposer further declares that he/she has not divulged, discussed or compared his bid with any other proposers and has not colluded with any other proposers or parties to a proposal or bid whatsoever for any fraudulent purpose.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONENO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

ADDENDA'S RECEIVED/ACKNOWLEDGED \_\_\_\_\_



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**REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. NFWUA reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS-Provide Three (3)	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

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

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**Non-Collusion Affidavit**

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

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider; Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. \_\_\_\_\_ (Name of Firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by NFWUA for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the named legal entity, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_

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**Public Entity Crimes Statement**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES: THIS FORM  
MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number
2. This sworn statement is submitted by \_\_\_\_\_  
[Name of entity submitting sworn statement]  
whose business address is \_\_\_\_\_ and (if  
applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the above is \_\_\_\_\_  
[Please print name of individual signing]  
\_\_\_\_\_
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida  
Statutes, means a violation of any state or federal law by a person with respect to and directly  
related to the transaction of business with any public entity in Florida or with an agency or political  
subdivision of any other state or with the United States, including, but not limited to, any proposal  
or contract for goods or services to be provided to any public entity or an agency or political  
subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or  
material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes,  
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of  
guilt, in any federal or state trial court of record relating to charges brought by indictment or  
information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty  
or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity  
and who has been convicted of a public entity crime. The term "affiliate" includes those officers,  
directors, executives, partners, shareholders, employees, members, and agents who are  
active in the management of an affiliate. The ownership by one person of shares constituting  
a controlling interest in another person, or a pooling of equipment or income among persons  
when not for fair market value under an arm's length agreement, shall be a prima facie case  
that one person controls another person. A person who knowingly enters into a joint venture  
with a person who has been convicted of a public entity crime in Florida during the preceding  
thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity, submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

\_\_\_ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

\_\_\_ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

\_\_\_ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

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

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this day \_\_\_\_\_ of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, who personally swore or affirmed that he/ she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_

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### **Drug-Free Workplace Certification**

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) Days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

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

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this day \_\_\_\_\_ of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, who personally swore or affirmed that he/ she is authorized to execute this document and thereby bind the above named legal entity, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_



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**Conflict of Interest Statement**

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who was duly sworn, deposes, and states:

I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office  
(Insert Title) (Insert Company Name)

in \_\_\_\_\_ and principal office in ..... Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any NFWUA, Columbia County Office or Department, or Suwannee County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within NFWUA, Columbia County government, or Suwannee County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify NFWUA in writing.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

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

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this day \_\_\_\_\_ of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, who personally swore or affirmed that he/ she is authorized to execute this document and thereby bind the above named legal entity, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_

**CERTIFICATION REGARDING SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- 1) The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- 2) The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

## Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by NFWUA. At the option of NFWUA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects NFWUA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (North Florida Water Utilities Authority, its Officers, employees and volunteers) General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (North Florida Water Utility Authority, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days' advance written notice of cancellation to - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

**ADDITIONAL INFORMATION**

The most recent budgets can be found on NFWUA's web site at the following link:

<https://nfwua.org/agendas/>