

SCHOOL BOARD OF MADISON COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR AUDITING SERVICES
March 20, 2024

This request for proposals (“RFP”) is being made by the School Board of Madison County, Florida (the “Board”). The Board is the governing body for the School District of Madison County, Florida (the “District”). The Honorable Shirley D. Joseph is the Superintendent of Schools for the District (the “Superintendent”) and the executive officer of the Board.

The District requests proposals from qualified Certified Public Accountants, both individuals and firms to conduct financial audits of each of its public school internal account financial statements for the fiscal year ending June 30, 2024, the subject fiscal year, as provided in the District’s Policy 6830 and Florida law. Proposals will be received at:

School Board of Madison County, Florida
ATTN: Tracie Truesdale
210 NE Duval Ave.
Madison, FL 32340

until 2:00 p.m. on April 24, 2024, the Proposal Deadline. Proposals received after the Proposal Deadline will not be considered. RFP forms may be obtained at the District Finance Office from 9:00 a.m. until 3:00 p.m. on Mondays through Thursdays. Information concerning this RFP may be obtained by contacting Mrs. Tracie Truesdale, Purchasing Specialist at (850) 973-1537. The District is an Equal Opportunity Employer.

I. INTRODUCTION

A. General Information

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards, (especially related to GASB 84)*, the provisions of the Federal Single Audit Act of 1984, as amended, and U.S. Office of Management and Budget (OMB), *Audits of States, Local Governments and Non-profit Organizations*, and the State of District Statutes concerning the *State Single Audit Act*.

The auditor(s) shall state that the primary purpose of the audit is to express an opinion on the general purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected.

The proposer shall bear all costs associated with preparing and submitting its proposal regardless of the outcome of this RFP.

To be considered, an original and two (2) copies of a proposal must be received by the Proposal Deadline. The District reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by accounting personnel and District leadership.

During the evaluation process, the selection personnel and the District reserve the right, where it may serve the District’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District or the selection personnel proposers may be requested to make oral presentations as part of the evaluation process.

Regardless of the ultimate outcome of this RFP, all materials submitted by proposers (successful and otherwise) become the sole property of the District upon submission and will not be returned. Regardless of the ultimate outcome of this RFP, the District has the absolute right to use, at no cost to the District, any ideas, concepts or configurations that are disclosed (orally, in writing, or otherwise) to the District by a proposer (successful or otherwise) as part of this RFP process.

It is anticipated the selection of proposer will be completed no later than May 20, 2024. Following the notification of the selected proposer, it is expected that an engagement letter will be executed between both parties within 10 days of approval.

B. Term of Engagement

Contract Period - The agreement shall be for a one-year period and shall become effective immediately upon execution by all parties with implementation of all specified services to take place for the subject fiscal year. The contract entered into between

the District and the proposer may be extended at the discretion of the District.

Compensation – Compensation for services shall be a fixed price for the year. Upon request the proposer will provide the District with a statement of chargeable hours to substantiate billings. Any renewals shall be performed at prices to be negotiated before the option is exercised.

Termination of Contract – Following implementation, should the District find that the proposer has failed in any material respect to perform its obligations under the agreement; the District may cancel the agreement. The proposer shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. The District may unilaterally cancel the agreement upon 30 days written notice to the proposer. In such event the District shall compensate the proposer at the pro rata hourly rate for services performed through the effective date of the cancellation which shall be in full and complete satisfaction of the proposer's claims. The proposer shall promptly return all workpapers and work in progress to the District.

II. DESCRIPTION OF THE GOVERNMENT

A. General

The auditor's principal contact with the District will be Mrs. Tracie Truesdale, Purchasing Specialist or a designated representative, who will coordinate the assistance to be provided by the District to the auditor.

B. Background Information

The District operates as a Florida school district under Chapters 1000-1013 Florida Statutes, the "Florida Early Learning - 20 Education Code". The District is governed by Florida law as well as its duly enacted policies. The District's fiscal year begins on July 1 and ends on June 30.

The District has five traditional public schools that will be audited by the successful proposer. All funds are under the administrative control of the School Principal with oversight from the District.

III. NATURE OF SERVICES REQUIRED

A. General

Audits are to be performed in accordance with the provisions contained in this RFP.

B. Qualifying Requirements

Qualified Proposer:

Proposers must be qualified to perform independent audits of school districts of the State of Florida.

Location:

The proposer must have an office located within the State of Florida, and resident staff must be able to offer the full range of auditing services required by this RFP.

Non-Discrimination:

No person shall 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 provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the District and may result in ineligibility for further District contracts. The proposer shall at all times in the proposal and contract process comply with all applicable District, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

Other:

Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of audit experience in the State of Florida. The selection personnel intend to strongly consider school district audit experience and certification in evaluating the proposer's audit team. It is the District's desire to maintain a consistently qualified team during the term of the engagement.

C. Scope of Work to be Performed

The District desires the successful proposer to express an opinion on the fair presentation of its basic internal account financial statements of the five traditional public schools in conformity with generally accepted accounting principles. The successful proposer will report in the required format of GASB 84. The successful proposer will be entirely responsible for the presenting the District with summary findings from the audit by no later than October 21st for the fiscal year. A PDF or similar file should be sent to the District Finance Department.

D. Auditing Standards to be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's *Government Auditing Standards*, especially GASB 84, the provisions of the Single Audit Act of 1984, as amended in 1996, the provisions of U.S. Office of Management and Budget (OMB), *Audits of States, Local Governments and Non-profit Organizations*, and in conjunction and conformity with the Florida Single Audit Act.

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, and *Government Auditing standards*, GASB 84, OMB, and the Florida Single Audit Act, including but not limited to the following:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with *Government Auditing Standards*.
- A report on the Schedule of Expenditures of Federal Financial Assistance.
- A report on compliance and internal control over compliance applicable to each major federal award program.
- A report on the Supplementary Schedule of Financial Assistance.
- A report on the internal control over compliance in accordance with the State Single Audit Act.
- A report on compliance with the general requirements applicable to state financial assistance programs.
- A report on compliance with specific requirements applicable to major state financial assistance programs.

The auditor shall communicate in a letter to the Superintendent 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.

F. Special Considerations

1. The District will send its Financial Report to the State of Florida Auditor General's Office for review in a timely manner. The District will not allow an extension on submission for this program.

G. 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, unless the proposer 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 by the District. In accordance with the requirements of *Government Auditing Standards* and of the Single Audit Act Amendments of 1996, the auditor is required to provide access to the working papers and photocopies thereof to a federal agency or the Comptroller of Florida upon their request for their regulatory oversight purposes. If such a request is made, the auditor will inform the Finance Director prior to providing such access.

H. Other Audit Services

Periodically, the District is required to have separate audits performed. The auditor will be expected to perform these audits and any other audit services requested by the District outside of the standard audit at the hourly rate stated in Appendix A.

I. Implied Requirements

All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

RFP issued	March 20, 2024
Question Deadline	April 10, 2024 @ 2:00 p.m. EST
Proposal Deadline	April 24, 2024 @ 2:00 p.m. EST
Anticipated Appointment	on or before May 20, 2024
Contract date	within 10 days of appointment

B. Schedule for the Annual Audit and Pension Plan Audit

Each of the following should be completed by the auditor no later than the dates indicated.

1. Interim work
The auditor shall complete interim fieldwork by September 10th.
2. Detailed Audit Plan
The auditor shall provide the District by August 1st both a detailed audit plan and a list of all schedules to be prepared by the District.
3. Fieldwork
The auditor shall complete all fieldwork by September 15, 2023.
4. Exit conference and Draft Repots
An exit conference to review draft CAFR and significant audit findings shall be completed by September 30, 2023.
5. Draft Comments
The District shall provide the auditors with comments on the Draft report by October 5th.
6. Final Report
The auditor shall have the final audit report completed by October 15th
7. Final Report Presentation
The auditor shall present the final audit report to the School Board by October 20th.

C. Report Submissions

Copies of all reports shall be addressed to the Superintendent. The successful proposer will also submit copies of reports as required by state and federal audit requirements. The final report should be submitted electronically to Mrs. Truesdale at the email below. In addition to the electronic copy, the final report (in hard copy) and 10 signed copies should be delivered to:

School Board of Madison County, Florida
ATTN: Tracie Truesdale
210 NE Duval Ave.
Madison, FL 32340
850-973-1537
Tracie.truesdale@mcsbfl.us

V. PROPOSAL REQUIREMENTS

A. General Requirements

1) Inquiries

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

School Board of Madison County, Florida
ATTN: Tracie Truesdale
210 NE Duval Ave.
Madison, FL 32340
850-973-1537
Tracie.truesdale@mcsbfl.us

2) Submission of Proposals

The following material is required to be received by the Proposal Deadline to be considered:

- a. The Proposal and two copies are to include the following:
 - i. Title Page
Title page showing the RFP's subject; the proposer's name; the name, address and telephone number of a contact person; and the date of the proposal.
 - ii. Transmittal Letter
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be best qualified to perform the engagement and a statement that the proposal is an irrevocable offer for the period covered.
 - iii. Detailed Proposal
The detailed proposal should follow the order set forth in Section VI B of this RFP.
 - iv. Guarantees and Warranties
Executed copies of Proposer Guarantees and Proposer Warranties attached to this RFP. (Appendix B).
 - v. Insurance Schedule (Appendix C).
 - vi. Audit Services Proposal Letter (Appendix D).
- b. Proposer shall submit hard copies, electronic copies of the proposal will not be considered. The proposer shall submit a signed original and four hard copies of a dollar cost proposal attached to this RFP (Appendix A), to the following address:

School Board of Madison County, Florida
ATTN: Tracie Truesdale
210 NE Duval Ave.
Madison, FL 32340
850-973-1537
Audit Sealed Dollar Cost Proposal

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the proposer seeking to undertake an independent audit of the District 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 qualifications of the proposer and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

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

The Technical Proposal should address all the points outlined in the RFP (excluding any cost information which should only be included in Appendix A). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional items may be presented, the following subjects, items Nos. 2 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The proposer should provide an affirmative statement that it is independent of the District as defined by generally accepted accounting standards and the U.S. Comptroller General's *Government Auditing Standards* (1994).

The proposer should also list and describe the proposer's professional relationships involving the District or any of its employees for the past five (5) years, if applicable, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the proposer shall give the District written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Florida

An affirmative statement should be included indicating that the proposer and all key professional staff are properly qualified to

practice as certified public accountants in Florida.

4. Proposer Qualifications and Experience

The proposal should state the size of the proposer, the size of the proposer'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 and the number and nature of the staff to be so employed on a part-time basis.

In addition, the proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the proposer during the past three (3) years with state regulatory bodies or professional organizations.

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

5. Partner, Supervisory and Staff Qualifications and Experience

The proposer should 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 such person is 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.

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

The proposer should identify the extent to which its staff reflects the District's commitment to Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the proposer, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of District. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the District will be entitled to a 10% reduction in fees. In any case, the District retains the right to approve or reject replacements.

Consultants and specialists mentioned in response to this RFP can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience or the District will be entitled to a 10% reduction in fees.

6. Similar Engagements with Other Government Entities

For the proposer's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five 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.

7. 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 IV of this RFP. In developing the work plan, reference should be made to such sources of information as the District's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

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 DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL
- 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 District'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.

8. Identification of Anticipated Potential Audit Problems

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

9. Report Format

The proposal should include sample formats for required reports.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

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

The District will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

2. Fixed Fees by Category

The dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A), that supports the total all-inclusive price.

3. The dollar cost that would be charged to create the financial statements using the information provided. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

4. Rates for Additional Professional Services

If it should become necessary for the District to request the auditor to render any additional services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and the proposer. Any such additional work agreed to between the District and the proposer shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal in Appendix A.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the proposer's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. The District reserves the right to withhold ten percent (10%) from each billing pending delivery of the proposer's final reports.

VI. EVALUATION PROCEDURES

A. Selection Personnel

Proposals submitted will be evaluated by the Finance Director, the Superintendent and Audit Committee members.

B. Evaluation Criteria

The following represent the principal selection criteria which will be considered during the evaluation process of proposals.

1. Mandatory Elements

- a. The proposer is independent and licensed to practice in Florida.
- b. The proposer's professional personnel have received adequate continuing professional education within the preceding three years.
- c. The proposer has no conflict of interest with regard to any other work performed by the proposer for the District.
- d. The proposer submits a copy of its most recent external quality control review report and the proposer has a record of quality audit work.
- e. The proposer adheres to the instructions in this RFP on preparing and submitting the proposal.

2. Technical Qualifications

a. Expertise and Experience

1. The proposer's past experience and performance on comparable government engagements.
2. The quality of the proposer's professional personnel to be assigned to the engagement and the quality of the proposer's management support personnel to be available for technical consultation.
3. Experience with the preparation of federal and state financial assistance and related reports.

b. Audit Approach

1. Service Delivery Plan: Describe how the proposer intends to conduct the audit. Describe the service delivery system including what will be done, by whom, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting, and exit conferences.

3. Price - Cost will not be the primary factor in the selection of proposal.

C. Oral Presentations

During the evaluation process, the selection personnel may, at their discretion, request any one or all proposers to make oral presentations. Such presentations will provide proposers with an opportunity to answer any questions the selection personnel may have concerning a proposal. Not all proposers may be asked to make such oral presentations.

D. Final Selection

The selection personnel will recommend proposal for approval by the District. It is anticipated that a proposal will be selected by May 20, 2024. Following notification of the proposer selected, it is expected a contract will be executed between both parties within five (5) days of approval.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the proposer.

The District reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP.

APPENDIX A

PROPOSAL FOR AUDITING SERVICES

Name of Proposer _____

Location of office staffing the audit _____

Professional audit staff assigned to Madison (Number) _____

Certified professional audit staff assigned to Madison (Number) _____

1. _____

2. _____

Audit Fees

District general audit \$ _____

Financial statements (Statements of Net Assets
and Activities) \$ _____

Hourly rate in excess of fixed fee allowance or for
audit services outside the scope of the annual audit \$ _____

Hours provided for in above stated fees:
 Partner-in-charge and review partner
 Supervising manager _____

Audit Staff _____

(Authorized Signature) (Title)

(Telephone) (Date)

APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

Proposer Guarantees

I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Services Required.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-State of Florida) corporations.

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the District.

4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

APPENDIX C

Insurance Exhibit - Financial Auditing Service

The Auditor (hereinafter called the Contractor) shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "School Board of Madison County, Florida" (hereinafter called the "District") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the District from additional limits and coverage provided under the Contractor's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) **Automobile Liability and Physical Damage Coverage:**

\$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Florida. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Florida law, the Contractor agrees to comply with the Florida Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the District with proof thereof, the Contractor agrees to hold the District, the Board, the Superintendent, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4) **Crime & Fidelity:**

Coverage A - \$1,000,000 Employee Theft Coverage

B - \$1,000,000 Forgery & Alteration

Coverage C - \$1,000,000 Theft of Monies & Securities Coverage

D - \$1,000,000 Robbery & Safe Burglary

The Contractor shall provide that the bonding company name the School Board of Madison County, Florida as Joint Loss Payee for purposes of this Contract.

5) **Professional Liability:**

\$1,000,000 per occurrence, \$2,000,000 aggregate each claim.

6) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on District property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. The Contractor agrees that the District will not assume any responsibility for the Contractor's personal property.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall have the School Board of Madison County, Florida, and their respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Florida, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the District.

D. Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the District. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the District.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the District. It is agreed that the Contractor shall notify the District with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the District. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District. Ten (10) days prior written notice shall be given for non-payment of premium.

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverage**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the District.

K. Verification of Coverage:

The Contractor shall provide the District with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: School Board of Madison County, Florida, 210 NE Duval Ave., Madison, FL 32340.

L. Failure to Purchase or Maintain Insurance:

If the District or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ District

Date

APPENDIX D

Mrs. Vetta Hagan,
Board Chair
Madison County School District

Dear Mrs. Hagan:

We have read the Request for Proposal and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection personnel.

We have attached the following:

1. Proposal as outlined in Section VI
2. Appendix A: Proposal for Auditing Services
3. Appendix B: Proposer Guarantees and Warranties Insurance
4. Appendix C: Insurance Statement.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the District.

Submitted by:

(Proposer)

(Authorized Signature)

(Title)

(Telephone)

(Date)