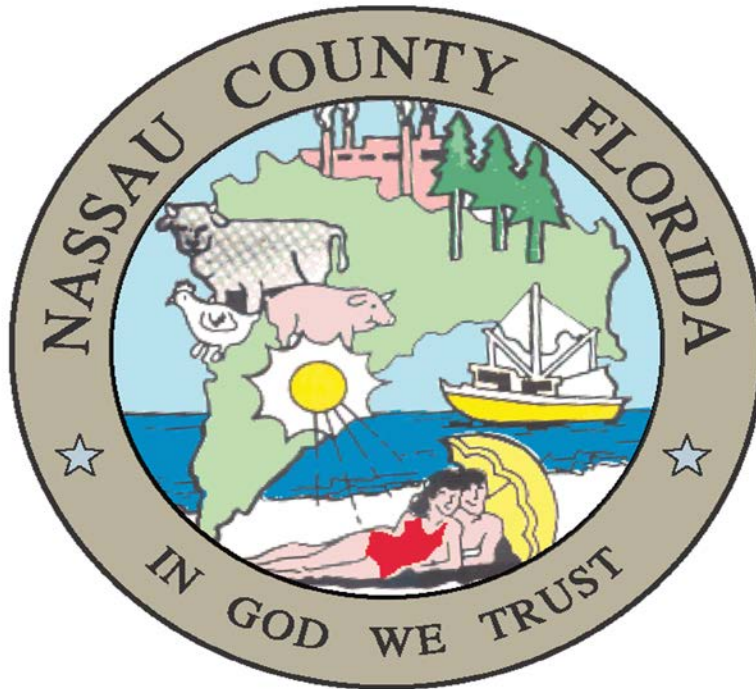


**NASSAU COUNTY
FLORIDA**



**REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL AUDITING SERVICES**

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY

BID NO. NC17-008

PROPOSALS ARE DUE NOT LATER THAN 4:00 P.M.

March 28, 2017

**Board of County Commissioners
Nassau County, Florida**

Request for Proposals (RFP)

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Nassau County, Florida invites sealed proposals for:

**PROFESSIONAL AUDITING SERVICES
BID NO. NC17-008**

GENERAL INFORMATION

Nassau County, Florida is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2017, 2018 and 2019, with the option of auditing its financial statements for each of the two subsequent fiscal years. The Nassau County government is comprised of the Board of County Commissioners and the following Constitutional Officers: Clerk of Circuit Court & Comptroller; Property Appraiser; Sheriff; Supervisor of Elections; and the Tax Collector. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits set forth in the Governmental Audit Standards issued by the Comptroller General of the United States and the provisions of the Federal and State Single Audit Acts.

All of the Constitutional Officers and County Commissioners are governed by and derive their operating authority from the constitution and laws of the State of Florida. Section 218, Florida Statutes requires an annual financial audit of all County agencies. Section 11.45(1)(c) defines a financial audit as “an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and government auditing standards as adopted by the Board of Accountancy.”

Each Respondent is being asked to submit a formal written proposal to detail its capabilities in servicing the Nassau Board of County Commissioners, herein referred to as “the BOCC”. The successful audit firm will be asked to commence servicing the accounts upon approval and award by the BOCC. The chosen audit firm will be held to aggressive service requirements and high quality standards in providing service for the County.

Requirements for submission and the selection criteria are available on Onvia Demandstar at <http://www.demandstar.com>. All questions pertaining to this Request for Proposals (RFP) should be directed to:

David Pensante, Contract Manager
Nassau County Contract Management Division
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040 Fax: (904) 321-5917
Email: dpensante@nassaucountyfl.com

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

Respondents must submit one (1) response marked "Original" and ten (10) copies marked "Copy" for a total of eleven (11) complete packages plus one (1) electronic copy on a computer disk or flash drive of the proposal in a sealed envelope and clearly marked on the outside: **"Request for Proposals – Professional Auditing Services, Bid No. NC17-008"**. Proposals shall be addressed to:

**Board of County Commissioners, Nassau County
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097**

All proposals must be received by March 28, 2017 before 4:00 P.M. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected.

Bids will be opened on March 29, 2017 in the Clerk's office, located at 76347 Veterans Way, Suite 456, Yulee, Florida at 10:00 A.M.

All proposals shall remain valid for a period of sixty (60) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The County will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Nassau County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

An award will be made to the audit firm deemed to receive the highest ranking based on the evaluation criteria included in this Request for Proposals.

The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Nassau County BOCC.

BACKGROUND

Nassau County, Florida, encompasses 726 square miles in the northeast corner of Florida bordering Georgia (north), the Atlantic Ocean (east), and Jacksonville (south). The land area for the County is equal to 652 square miles, with the remaining 74 square miles representing inland waterways. The County is divided into three incorporated areas: Hilliard in the northwest region, Callahan in the south mid-west and Fernandina Beach (the County seat) in the east.

The County operates under a non-charter commission/administrator form of government, with a governing board consisting of five county commissioners, elected at-large to staggered four-year terms. Each commission member must meet district residency requirements.

FUND STRUCTURE

At the time of this RFP, Nassau County (excluding Constitutional Officers) has a General Fund, twenty-five (25) Special Revenue Funds, three (3) Debt Service Funds, seven (7) Capital Project Funds, one (1) Agency Fund and one (1) Enterprise Fund.

Respondents are encouraged to view past audit reports of the Board of County Commissioners and Constitutional Officers, which can be obtained from the Auditor General's website.

Nassau County participates in the Florida Retirement System (FRS); a Multiple Employer Cost-Sharing Plan.

CALENDAR OF EVENTS

The County has established the following timeline for this RFP:

Release of RFP:	March 1, 2017
RFP Responses Due:	March 28, 2017
RFP Opening:	March 29, 2017
Audit Committee Review:	April 10, 2017
BOCC Contract Award:	May 17, 2017

SERVICES PURPOSE

Nassau County is soliciting the services of qualified firms of certified public accountants to audit its financial statements, and the financial statements of the Constitutional Officers, for the fiscal years ending September 30, 2017, 2018 and 2019, with the County's option to renew for two (2) one-year terms beyond the initial three (3) years. These audits shall be performed in accordance with the provisions contained in this Request for Proposal.

SCOPE OF WORK

Nassau County desires the auditor to express opinions on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles including the County, Board of County Commissioners, and each Constitutional Officer.

Nassau County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles; specifically the budgetary comparison statements for the General Fund and the Major Revenue Funds. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal and state awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

Nassau County intends to produce a Comprehensive Annual Financial Report (CAFR). Nassau County will forward its CAFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the selected Proposer will be required to provide possible special assistance to Nassau County to meet the requirements of that program.

REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- Opinions 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 and state awards "in relation to" the audited financial statements will be provided for the County, the Board of County Commissioners, and the individual Constitutional Officers if applicable.
- A report on compliance and internal control over financial reporting based on an audit of the financial statements in accordance with the Governmental Auditing Standards.
- A report on compliance and internal control over compliance applicable to each major federal program and state financial assistance projects.
- A letter of compliance on the Local Governmental Entity Financial Condition Assessment as required by the Florida Auditor General Chapter 10.550 (most recent effective date).
- A report on compliance with Section 218.415, Florida Statutes.
- A report on compliance with Section 365.172(10) and Section 365.173(2)(d), Florida Statutes
- For the Clerk of Courts & Comptroller, a report on compliance with Section 28.35 and Section 28.36, Florida Statutes
- For the Clerk of Courts & Comptroller, a report on compliance with Section 61.181, Florida Statutes

- Any other attestations/audits as may be required by Florida Statutes or Florida Administrative Code. This includes, but is not limited to:
 - A report on the fair presentation of the Schedule of Activity, Landfill Management Escrow Account, to comply with rule 62-701.630(5) of the Florida Administrative Code.
 - A report on the fair presentation of the Statement of County Funded Court-Related Functions, Section 29.0085, Florida Statutes.

WORK PAPER RETENTION AND ACCESS TO WORK PAPERS

All work papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Nassau County of the need to extend the retention period. The auditor will be required to make work papers available, upon request to parties or their designees, including, but not limited to, parties designated by the Federal or State governments or by Nassau County as part of an audit quality review process.

INSURANCE

Each proposer shall furnish its certificate of insurance evidencing the insurance coverage requested within ten (10) calendar days after award. Failure to provide certificate of insurance within the ten (10) calendar days shall provide the basis for termination of award. Any and all insurance certificates shall cite Nassau County Board of County Commissioners as an additional insured. See Attachment “B” for General Information and Insurance Requirements.

PROPOSAL REQUIREMENTS

The submission in response to this RFP shall be clear and concise and provide the information requested herein. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Respondents should be independent to Nassau County as defined by the GAO "*Yellow Book*," 2011 Revision.

Proposals must include the following:

Scope of Service/Prior Experience - All submittals must detail the proposed services to be provided and the firm's experience in providing such services.

General Firm Information - Name, address and brief description of your firm.

Staff - The names, experience and qualifications of the individuals that would be primarily responsible for performing audit services. Resume format is acceptable

Audit Approach - The proposal should set forth a work plan, including an explanation of the audit methodology to be followed and to perform the services required in this request for proposal. In addition this section should provide detail to the following:

- Sample size and the extent to which statistical sampling is to be used in the engagement
- Extent of use of EDP/IT software in the engagement
- Type and extent of analytical procedures to be used in the engagement
- Approach to be taken to gain and document an understanding of Nassau County's internal control structure

- Approach to be taken in determining laws and regulations that will be subject to audit test work
- Approach to be taken in drawing audit samples for purposes of tests of compliance

Price - Interested firms should include an all-inclusive total fee for EACH of the three years requested, including if a Consumer Price Index (CPI) increase will be utilized.

References - Please provide three (3) references of local government audit clients within the last year along with the job title and phone number of a contact person.

Peer Review Report - Provide the most recent peer review report conducted.

Other – Completed Addendum Acknowledgement form (Attachment “A”) and Public Entity Crimes – Sworn Statement (Attachment “D”)

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

Proposals must include the information that is specifically requested herein, as well as such additional information as a Respondent deems relevant to the process. Each Respondent agrees that the proposal submitted constitutes a firm offer to the Board that cannot be withdrawn for ninety days from the proposal due date. Each proposal must be in sufficient detail to permit evaluation, at a minimum, with respect to the criteria contained in this section.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause and to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses.

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the BOCC.

The BOCC is not interested in any subcontracting/joint proposals.

CRITERIA AND EVALUATION OF SUBMISSIONS BY THE AUDIT COMMITTEE

A 100-point formula scoring system will be utilized by the Audit Committee based upon the following criteria:

- **Compliance with RFP Instructions – 5 points**
 - Firm’s proposal complied with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.
 - The audit firm is independent and licensed to practice in the State of Florida.
 - The firm submits a copy of its last peer review report and the firm has a record of quality audit work.
- **Firm Proposals and Firm Experience –60 points**
 - The firm's past experience and performance on comparable government engagements.
 - 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.
 - The firm’s ability to plan the engagement, efficiently utilize computer automation and comply with all federal and state reporting requirements.

- Results of information obtained from governmental client reference list provided by Respondent.
- **Audit Approach – 20 points**
 - Adequacy of proposed staffing plan for various segments of the engagement.
 - Adequacy of sampling techniques.
 - Adequacy of analytical procedures.
- **Pricing – 15 points**
 - Price proposals will not be the primary factor in the selection of the audit firm.
 - The maximum points will be awarded to lowest price submitted and reduce on a sliding scale based upon to all Respondent's price.
- **TOTAL – 100 points**

The Audit Committee will meet and rank the proposers based on the evaluation criteria set forth in the Score/Ranking sheet attached hereto as Attachment “C”. The Audit Committee will short-list the proposers (top three scoring firms) and WILL request oral presentations with the short listed proposers. Such oral presentations will provide Firms the opportunity to answer questions the Audit Committee may have on a Firms Proposal. **Oral presentations will be evaluated at a maximum 25 points and added to the short listed firm's 100 point total outlined above.**

The Audit Committee consists of the Clerk of Court & Comptroller, or his designee; the Property Appraiser, or his designee; the Supervisor of Elections, or her designee; the Sheriff, or his designee; the Tax Collector, or his designee; and a County Commissioner designated by the Board of County Commissioners, and will make a final ranking of the short-listed Firms and make their recommendation of the top ranked Firm for approval by the Nassau County Board of County Commissioners. The County Commission reserves the right to award the contract to that proposer who will best serve the interest of the County. The County Commission may accept the recommendation of the Audit Committee or may re-rank the proposers based upon the criteria. The County Commission must adopt a motion to independently rank the proposers based upon the criteria set forth herein.

Based on the decision of the County Commission, the County Manager and the County Attorney shall prepare a contract, based upon the RFP for the number one ranked proposer in accordance with this RFP. The approval of the contract is the decision of the County Commission. Should negotiations be required regarding the contract, the County Manager and the County Attorney shall be authorized to negotiate the terms subject to Board of County Commissioners approval. If a successful contract is not negotiated and approved by the Board of County Commissioners, the Board of County Commissioners may authorize the County Manager and the County Attorney to negotiate a contract with the second ranked proposer subject to approval of the contract by the Board of County Commissioners. If a successful contract is not negotiated and approved by the County Commission, the Board of County Commissioners may authorize the County Manager and the County Attorney to negotiate with the third ranked proposer subject to approval by the Board of County Commissioners.

DISQUALIFICATION OF RESPONDENTS

Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes. Attachment “D” must be completed, signed and included in the Respondent’s proposal.

Conflict of Interest. Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

Prohibited Communication. Any form of communication, except as to the Contract Manager, shall be prohibited regarding this particular Request for Proposals, between:

1. Any person or person’s representative or any person on behalf of anyone seeking an award from such competitive solicitation; and
2. Any County Commissioner, Audit Committee member, County Manager, County Attorney, or any county employee not identified as a point of contact for this Request for Proposals.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall terminate at the time the Board awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

A violation of the prohibited communication section shall be cause for disqualification of the bid or proposal. The determination of a violation shall be made by the Audit Committee and communicated to the proposer.

EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the County’s Contract Management Division in writing.

INTERPRETATIONS

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

INDEMNIFICATION

The Respondent shall defend, indemnify and hold harmless the Nassau County BOCC, its officers agents and employees from any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, expenses, caused or alleged to be caused by intentional or negligent acts of, or omission of agent/broker, its agents or employees or officers or accruing from the subject matter of an approved contract. Agent/broker shall defend any lawsuit or proceeding brought against the County by reason of such claim or action arising out of the approved contract.

ATTACHMENT “A”

Addendum Acknowledgment

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>BID NO. NC17-008</p>	<p>Addendum # _____ through # _____</p> <p>Initial:</p> <p>Date:</p>
<p>Person Completing RFP (Signature)</p>	
<p>Name (Printed):</p>	<p>Title:</p>

>>>Failure to submit this form would have a negative impact on your evaluation score<<<

GENERAL INFORMATION AND INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate Project Specific	\$2,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

ATTACHMENT “C”

PROFESSIONAL AUDITING SERVICES

Bid Number: NC17-008

Nassau County, Florida

Evaluation Criteria & Ranking

SCORE/RANKING SHEET FOR EACH PROPOSAL

Evaluator: _____

Agency Name: _____

Date of Evaluation: _____

Evaluation Criteria:

COMMENTS/RATIONALE

Maximum
Points

1 Firms' compliance with RFP instructions

5

- 1.1 *Firm's proposal complied with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.*
- 1.2 *The audit firm is independent and licensed to practice in the State of Florida.*
- 1.3 *The firm submits a copy of its last peer review report and the firm has a record of quality audit work.*

2 Firm's Proposal and Firm Experience

60

- 2.1 *The firm's past experience and performance on comparable government engagements.*
- 2.2 *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.*
- 2.3 *The firm's ability to plan the engagement, efficiently utilize computer automation and comply with all federal and state reporting requirements.*
- 2.4 *Results of information obtained from governmental client reference list provided by Respondent.*

3 Audit Approach

20

- 3.1 *Adequacy of proposed staffing plan for various segments of the engagement.*
- 3.2 *Adequacy of sampling techniques.*
- 3.3 *Adequacy of analytical procedures*

4 Pricing

15

- 4.1 *Price proposals will not be the primary factor in the selection of the audit firm.*
- 4.2 *The maximum points will be awarded to lowest price submitted and reduce on a sliding scale based upon to all Respondent's price.*

SCORE POSSIBLE

100

TOTAL SCORE

ATTACHMENT “D”

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and
its Federal Employee 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 _____ (please print name of individual
signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph
287.133(1)(g), Florida Statutes, means a violation of any state or federal law
by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or
contract for goods or services, any leases for real property, or any contract
for the construction or repair of a public building or public work, to be
provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph
287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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 an “affiliate” as defined in paragraph 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 to fair market value under an arm’s length agreement, shall
be 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 Paragraph 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 binding
contract and which bids or applies to bid on contracts 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAEED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 200__.

(Notary Public)

My Commission Expires: _____ (seal)

EXHIBIT "1"

SAMPLE CONTRACT

The Sample Contract will be subject to review and modification by the County Attorney's Office

Contract No. _____
Bid/RFP No. NC17-008

Professional Auditing Services Agreement

THIS AGREEMENT entered into this _____ day of _____, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Auditor". WHEREAS, the County and the Auditor desire to enter into this Agreement in order to provide for the terms of the engagement by which the Auditor will perform the financial auditing services.

NOW, THEREFORE, FOR and IN CONSIDERATION of the mutually agreed upon consideration, the parties agree as follows:

1. General and Specific Conditions in RFP.

The General Conditions and Specific Conditions set forth in the attached Request for Proposals (RFP), and Auditor's Response to the RFP and Audit Engagement Letter are incorporated by reference herein and made a part hereof. If there is any conflict between the Audit Engagement letter, the RFP, and this Agreement, the Audit Committee shall resolve such conflict.

2. General Information and Insurance Requirements.

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident \$500,000 Each Accident

Bodily Injury By Disease \$500,000 Policy Limit

Bodily Injury By Disease \$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate

\$2,000,000

Project Specific

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the

sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)
CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge

Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

3. Term.

This Agreement shall be for a period of three (3) years with an option for two (2) subsequent years, subject to the satisfactory negotiation of terms (including a cost acceptable to both the County and the Auditor) and the annual appropriation.

4. Time requirements for Services.

a. Preliminary Board financial statements and County-wide Financial Statements with all necessary individual, combining, and combined statements and schedules

needed to meet the requirements of the *Comprehensive Annual Financial Report* shall be delivered to the County by February 25th of each year. The County understands that in order to meet this deadline, the books of the County will need to be closed, in good order, and ready for audit by December 1st of each year.

b. Final Financial Statements with all necessary individual, combining, and combined statements and schedules needed to meet the requirements of the *Comprehensive Annual Financial Report* shall be delivered to the County by the Board's Day meeting in March each year.

c. The combined audit reports of the County-wide financial statements and the individual audit reports of the County and the Constitutional Officers required by the Florida Auditor General shall be delivered to the County by March 30th of each year.

5. Assistance to Be Provided to the Auditor and Report Preparation.

a. The Board of County Commissioners' staff and Constitutional Officers' staff and responsible management personnel will be available during the audit to assist the Auditor by providing certain audit schedules, information, documentation, and explanations. The County will provide the Auditor with reasonable workspace, desks, and chairs.

b. Report Preparation. All reports shall be the responsibility of the Auditor (prepare, assemble, type, print, and bind). These shall include, but not be limited to, the following:

i. Financial Statements with all necessary individual, combining, and combined statements and schedules needed to meet the requirements of the *Comprehensive Annual Financial Report* ("CAFR") Certificate of Achievement for Excellence in Financial Reporting Program.

ii. Combined and individual financial statements audit reports for the Board of County Commissioners, Clerk of the Circuit Court, Supervisor of Elections, Sheriff, Tax Collector, and Property Appraiser.

iii. Countywide Annual Financial Report of Units of Local Government.

6. Auditor Independence.

The Auditor affirms that it is independent of Nassau County, as defined by generally accepted auditing standards and the United States General Accounting

Office's *Government Auditing Standards*). The Auditor shall give the County written notice of any professional relationships involving the County or any of its agencies entered into during the period of the Agreement.

7. Additional Responsibilities.

As discussed in the Audit Engagement Letter (Audit Procedures-General), Auditor is responsible for planning and performing the audit to obtain reasonable assurance that material misstatements caused by fraud or error are detected. Auditor is not responsible for detecting immaterial misstatements caused by fraud or error.

8. Planning.

There shall be a planning stage, and said planning stage will involve meetings with the Auditor and designees of the Board of County Commissioners and the Clerk, or his designee, to set forth time frames and schedules for conferences during the audit and the exit conference. The requirements in the RFP as to reports to the Audit Committee are in addition to the conferences and exit conference referenced herein.

9. Invoices.

Invoices shall be submitted simultaneously by the Auditor to the Clerk's office, attention Clerk Deputy of Financial Services or her designee, and to the Office of Management and Budget. Said invoices shall contain such detail as required by the Clerk and the Office of Management and Budget to determine the percentage of completion in hours. A meeting shall occur prior to any work commencing to address the documentation to be required by the Clerk and the Office of Management and Budget as to invoices. The meeting shall be with the Auditor, the Clerk or his designee, the County Manager or his/her designee, and the Office of Management and Budget.

10. Compensation.

The fee for audit services shall not exceed _____ for the 2017 audit, _____ for the 2018 audit and _____ for the 2019 audit for the audits of the Board of County Commissioners, Clerk of the Circuit Court, Supervisor of Elections, Sheriff, Tax Collector, and Property Appraiser.

11. Other Services/Specifications.

Any additional work approved by the Board of County Commissioners and the Clerk will be billed separately based upon the Auditor's quoted hourly rates.

12. Manner of Payment.

The Board of County Commissioners shall make progress payments to the Auditor on the basis of work completed and recommended by the Clerk of the Courts, Office of Management and Budget, and the County Manager or his/her designee. Progress payment requests shall be submitted in sufficient detail to the Clerk to demonstrate compliance with the Agreement.

13. Termination.

This Agreement shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein. If either party is in default under the provisions of this Agreement, the non-defaulting party may terminate this Agreement by first giving written notice of the default and giving time, not exceed thirty (30) days, within which to correct the default. If the default is not corrected within that time period, the non-defaulting party may terminate this Agreement by written notice.

14. Termination without Cause.

The Board of County Commissioners may terminate this Agreement upon thirty (30) days written notice. If the Agreement is terminated under this provision, the County shall be responsible for all audit costs and fees incurred by the Auditor prior to termination.

15. Miscellaneous.

a. The County and the Auditor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the County or the Constitutional Officers, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County, Constitutional Officers, or Auditor.

b. If unusual circumstances are encountered making it necessary for the Auditor to do additional work, the Auditor shall immediately report such conditions to the County Administrator and the Clerk of the Court, and the parties shall negotiate such additional compensation as appears justified. Periodic progress billings shall be submitted as the work progresses, but not more often than two (2) times a month.

c. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, Scope of Services, Time of Completion, and other material terms and conditions may be changed only by written amendment.

d. In the performance of this Agreement, the Auditor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County or the Constitutional Officers. The Auditor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Auditor in the full performance of this Agreement.

e. This Agreement may be renewed for an additional two (2) year period, subject to satisfactory negotiation of terms and subject to appropriation, under the same terms and conditions unless either party desires to change a specific provision of this Agreement.

16. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

17. Entire Agreement.

This Agreement represents the entire understanding and agreement between the County and the Auditor with respect to the subject matter hereof.

18. Effective Date.

This Agreement shall be deemed effective as of the date and year first above-written. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

DANIEL B. LEEPER
Its: Chairman

ATTEST:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MIKE MULLIN

By: _____

Its: _____

[Contractor signature next page]

[insert contractor name]

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared, _____, who is personally known ____ or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Notary Signature

Notary-Public-State of _____ at large

My Commission expires: