

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: February 5, 2025

Presenter's Name and Title: Kevin E. Adderley, Director of Financial Services

Prepared By: Kevin E. Adderley, Director of Financial Services

Temp. Reso. Number: 8306

Item Description: Temp. Reso. #R8306, APPROVING AN AGREEMENT WITH S. DAVIS AND ASSOCIATES P.A., FOR INTERNAL AUDITING SERVICES IN AN AMOUNT OF \$350,000 FOR FISCAL YEAR 2025 AND AN AMOUNT AS APPROPRIATED BY CITY COMMISSION FOR FISCAL YEARS 2026 AND 2027, UTILIZING THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT FOR REQUEST FOR PROPOSAL RFP 25-001 ENTITLED "PROFESSIONAL AUDITING SERVICES;" AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. *(Kevin E. Adderley, Director of Financial Services).*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No


REMARKS: Funding in the amount of \$350,000 is budgeted in the following GL Accounts: \$150,000 in 001-05-100-512-000-603200 and \$200,000 in 001-05-050-512-000-603200.

Contents:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 8306**
- **Exhibit A: S. Davis and Associates Piggyback Agreement**
 - **Exhibit to Exhibit A: TR8306 - Broward County Public Schools Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Kevin E. Adderley, Director, Financial Services
DATE: January 30, 2025
RE: Temp. Reso. No. 8306 Approving Internal Auditing Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8306, approving an agreement with S. Davis and Associates P.A., for Internal Auditing Services in an amount of \$350,000 for Fiscal Year 2025 and an amount as appropriated by the City Commission for Fiscal Years 2026 and 2027 utilizing the School Board of Broward County Contract for "Professional Auditing Services;" and authorizing the City Manager to execute an appropriate agreement.

ISSUE: Pursuant to City Code, approval of the City Commission is required for purchases of goods and services by a single department, from the same vendor, in excess of \$75,000, in a single fiscal year.

BACKGROUND: The City continues to need Internal Auditing Services, which helps to evaluate risk exposures and effectiveness of control activities related to the City's governance, operations, and information systems. The Internal Audit function is an independent, objective, audit and consulting activity designed to add value and improve the City of Miramar's operations. It helps the City to accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, internal control, and governance processes throughout the various departments and divisions citywide.

Annually, an audit plan for internal auditing services is proposed, reviewed, and updated with the City Administration. The audit plan benefits the City by establishing which departments, contracts, or other areas will be prioritized for audits.

DISCUSSION: In accordance with Section 2-413(6) of the City Code, the City can utilize other government agency agreements that were awarded as a result of a competitive process. The School Board of Broward County awarded an agreement to S. Davis and Associates P.A., through a competitive RFP (FY25-001) procurement process as the provider for Professional Auditing Services. It is expected that the need for professional Internal Auditing Services will continue through FY 2027 in an amount of \$350,000 for Fiscal Year 2025 and an amount as appropriated by City Commission for Fiscal Years 2026 and 2027.

Approval by the City Commission is required, per the City Code, to purchase services in FY 2025.

ANALYSIS: The procurement of services for FY 2025 thru FY 2027 will be funded through the City's budget process.

Temp. Reso. No. 8306
12/11/24
1/14/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PROCUREMENT OF PROFESSIONAL INTERNAL AUDITING SERVICES FROM S. DAVIS AND ASSOCIATES P.A., BY UTILIZING THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT FOR REQUEST FOR PROPOSAL (RFP 25-001) ENTITLED PROFESSIONAL AUDITING SERVICES AGREEMENT, IN AN AMOUNT OF \$350,000 FOR FISCAL YEAR 2025 AND AN AMOUNT AS APPROPRIATED BY CITY COMMISSION FOR FISCAL YEARS 2026 AND 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City continues to require internal auditing services which helps to evaluate risk exposures and effectiveness of control activities related to the City's governance, operations, and information systems; and

WHEREAS, in accordance with Section 2-413 (6) of the City Code, the City can utilize other government entity agency's agreements that were awarded as a result of a competitive process; and

WHEREAS, the School Board of Broward County advertised Request for Proposals FY 25-001 for Professional Auditing Services, which was awarded to S. Davis and Associates P.A.; and

Reso. No. _____

Temp. Reso. No. 8306
12/11/24
1/14/25

WHEREAS, in accordance with section 2-412 (a)(1) of the City Code, approval of the City Commission is required for the purchases of goods and services by a single department, from the same vendor, in excess of \$75,000 in a single fiscal year; and

WHEREAS, the City Manager recommends approval of the agreement for the procurement of professional auditing services, attached hereto as Exhibit "A", with S. Davis and Associates P.A., through the utilization of the School Board of Broward County services agreement in an amount of \$350,000 for FY 2025 and an amount as appropriated by City Commission for Fiscal Years 2026 and 2027; and

WHEREAS, the City Commission deems it to be in the best interest of the residents and the citizens of the City of Miramar to approve the procurement of professional auditing services from S. Davis and Associates P.A. through the utilization of the School Board of Broward County Services Agreement in an amount of \$350,000 for FY 2025 and an amount as appropriated by City Commission for Fiscal Years 2026 and 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Temp. Reso. No. 8306
12/11/24
1/14/25

Section 2: That it approves the agreement for the procurement of professional auditing services, attached hereto as Exhibit "A", with S. Davis and Associates P.A., through the utilization of the School Board of Broward County services agreement in an amount of \$350,000 for FY 2025 and an amount as appropriated by City Commission for Fiscal Years 2026 and 2027.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to effectuate the execution of the agreement and to carry out the aims of this Resolution.

Temp. Reso. No. 8306
12/11/24
1/14/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**CITY OF MIRAMAR AGREEMENT
FOR INTERNAL AUDITING SERVICES
(Piggybacking a Competitive Award)**

This Agreement is entered into between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the “**City**”), and S. Davis and Associates, P.A. whose address is 2521 Hollywood Blvd, Hollywood, FL 33020 (the “**Service Provider**”).

WITNESSETH

WHEREAS, the City requires the services of a qualified Consultant to provide Internal Auditing Services, which helps to evaluate risk exposures and effectiveness of control activities related to the City’s governance, operations, and information systems; and

WHEREAS, the Service Provider wishes to enter into this Agreement (“**Agreement**”) with City to provide Internal Auditing Services to the City (“**Services**”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between The School Board of Broward County (“**SBBC**”) and the Service Provider as set forth in the SBBC Request for Proposals No. 25-001 (the “**RFP**”), and the Master Services Agreement between Service Provider and SBBC dated on or about November 13, 2024, (the “**SBBC Agreement**”); and

WHEREAS, Section 2-413(6) of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1: Contract Terms. The Service Provider agrees to provide the City with the Services in accordance with the City's requirements as set forth herein and the SBBC Agreement, the RFP and the Service Provider's Proposal to SBBC, attached hereto and incorporated herein as Exhibit "A". All exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, and the SBBC Agreement.

Section 2: Term. The term of this Agreement commences on **the date executed by both parties** and will continue until June 30, 2027 unless terminated earlier by its terms. The City shall have the option to renew the agreement in for the same renewal terms as the SBBC agreement, provided the SBBC Agreement is still valid.

Section 3: Scope of Services and Service Fees.

- A. City shall pay Service Provider the unit prices set forth in the SBBC Agreement.
- B. The City of Miramar shall be substituted for The School Board of Broward County with regards to any and all provisions of the Contract Documents, including by example and not limitation, bond requirements, insurance, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Service Provider made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- C. Service Provider shall not commence providing the Services unless and until the requirements for insurance have been fully met by Service Provider and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4: Public Records. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements, subject to record retention requirements under applicable state and federal laws and regulations.
5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

**AT 954-602-3011, dagibbs@miramarfl.gov OR BY
MAIL: City Of Miramar – City Clerk’s Office, 2300
Civic Center Place, Miramar, FL 33025.**

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025
Telephone: (954) 602-3115

Copy to: Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Tel: 954-768-9770

For Service Provider: Shaun Davis, Managing Partner
S. Davis & Associates, P.A.
2521 Hollywood Blvd
Hollywood, FL 33020

Section 6: Indemnification.

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor’s performance or non-performance of this Agreement.
- B. The provisions of this section shall survive termination of this Agreement.

Section 7: Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

Section 8: Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

- E. Contractor agrees to comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute) and attests that Contractor is not on the convicted vendor list for public entity crimes.

Section 9: E-Verify. In accordance with Florida Statutes §448.095, the CONTRACTOR, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The CONTRACTOR will not hire any employee who has not been vetted through E-Verify. The CONTRACTOR may not subcontract any work for the City to any SUBCONTRACTOR that has not provided an affidavit stating that the SUBCONTRACTOR does not employ, contract with or subcontract with an unauthorized alien.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY OF MIRAMAR

By: _____ Date: _____

Dr. Roy L. Virgin, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

By: _____

Denise Gibbs, City Clerk

Date: _____

SERVICE PROVIDER

By: _____

PRINT NAME

TITLE

Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

S. DAVIS & ASSOCIATES, P.A.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
2521 Hollywood Boulevard, Hollywood, Florida 33020

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-001 – Professional Auditing Services ("RFP"); dated February 16, 2024, and amended by Addendum No. 1, dated March 19, 2024, and Addendum No. 2, dated March 25, 2024, all of which are incorporated by reference herein, for the purpose of receiving proposals for professional auditing services; and

WHEREAS, VENDOR offered a proposal dated April 5, 2024, ("Proposal"), incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR under its Proposal, has offered to provide professional auditing services to assist the Office of the Chief Auditor to include, but not be limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational and compliance audits of business/service departments, internal fund/accounts/activities of schools, forensic audits, consulting services, special investigations, follow-up engagements and process reviews, special payment audits, as requested.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on the date of last execution below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to section 3.05 of this Agreement. This Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods, and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and VENDOR may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services

Department, will, if considering renewing, request a letter of intent to renew from VENDOR, before the end of the current contract period. VENDOR will be notified when the recommendation has been acted upon by the School Board.

2.02 **Scope of Services.** VENDOR shall provide SBBC with services as proposed in its proposal and in compliance with this Agreement, the RFP, and its Addenda.

2.03 **Cost of Services.**

(a) SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule and the cost shall include all travel and out-of-pocket expenses (all-inclusive):

1)	Partner/Principal Consultant	\$275.00/hr.
2)	Senior Manager/Manager	\$245.00/hr.
3)	Senior Auditor	\$180.00/hr.
4)	Staff Auditor	\$125.00/hr.

(b) Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third anniversary date of the Agreement, if renewal will be exercised. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the VENDOR for correction. Requests for price adjustments shall not exceed 3% per adjustment.

(c) VENDOR may also provide a written quotation to SBBC for specialized consultant services which are not covered under this Agreement and would be needed to perform an audit. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and cost of services which may be negotiated by SBBC with the consultant and VENDOR.

(d) VENDOR shall submit a proper and appropriate invoice together with all required documentation to the Office of the Chief Auditor, The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. SBBC will pay VENDOR's proper and appropriate invoice within thirty (30) calendar days of the date of same invoice.

(e) Costs shall not exceed the amount as stated on the Purchase Order(s). VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than their original bid price.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide VENDOR with the education records in this section for the following purpose: To provide professional auditing services for SBBC, including but not limited to forensic and other facility-related audits, site safety and security audits, technology audits, information system audits, information security audits, internal fund/accounts/activities of schools, and process reviews.

(b) SBBC will provide VENDOR with the following education records, via "view only" on-site, secure email, hard copy, and/or VENDOR's online portal:

- 1) Student first and last name
- 2) Any education records pertaining to the audit
- 3) Behavioral Threat Assessment reports
- 4) Student attendance history
- 5) Student academic history
- 6) Student behavioral history
- 7) Student discipline history
- 8) ESE, 504, and/or Gifted history
- 9) Student/parent/teacher interviews
- 10) Student/witness/teacher statements
- 11) Student/parent mental health interviews
- 12) Student mental health referrals
- 13) Student referrals for school-based counseling
- 14) Student counseling notes

(c) FERPA Exception to Consent: VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies if any.

2.05 VENDOR Safeguarding Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR, shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or the conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records, Security Records, and/or Proprietary Records.**

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purposes: To provide professional auditing services for SBBC, including but not limited to facility audits, special payment audits, forensic and other facility-related audits, progress payment audits, site safety and security audits, technology audits, information system audits, information security audits, operational audits of business/service departments, internal fund/accounts/activities of schools, and process reviews.

(b) SBBC will provide VENDOR with the following employee records, security records and/or proprietary records via “view only” on-site, secure email, hard copy, and/or VENDOR’s online portal. These records may include but are not limited to:

- 1) Florida Inventory School Houses (FISH) building plans
- 2) Blueprints
- 3) Schematic drawings
- 4) Diagrams
- 5) Security videos
- 6) Voice recordings of any kind
- 7) Text messages

(c) The requirements of this section supersede any uses and disclosures of employee records, security records, and/or privacy records as listed in VENDOR's privacy policies, if any.

2.07 **VENDOR Safeguarding the Confidentiality of Employee Records, Security Records, and/or Proprietary Records.**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, security records, and/or proprietary records.

(b) hold the employee records, security records, and/or proprietary records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records, security records, and/or proprietary records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records, security records, and/or proprietary records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee records, security records, and/or proprietary records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records, security records, and/or privacy records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) **Inspection of Subcontractor's Records.** If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 Auditing of Data Protection Controls.

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

- 1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
- 2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
- 3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
- 4) monitor compliance with established security controls.

(c) Additionally, VENDOR and/or VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.10 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Auditor
Office of the Chief Auditor
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: Shaun M. Davis, Managing Partner
2521 Hollywood Boulevard
Hollywood, Florida 33020

With a Copy to: Annette Lewis, Senior Manager
2521 Hollywood Boulevard
Hollywood, Florida 33020

2.11 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC**. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR**. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability**. VENDOR shall have and maintain General Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and Limits of not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than \$1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.
- 2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendor's, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery

of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

2.22 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents governs:

- First: This Agreement, then;
- Second: Addendum No. 1, then;
- Third: RFP25-001- Professional Auditing Services, then;
- Fourth: Proposal submitted in response to the RFP by VENDOR.

2.23 **Incorporation by Reference.** The RFP, its Addendum, and the Proposal are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by Maya
Moore
Reason: S. Davis & Associates
Agreement
Date: 2024.10.02 14:20:44
-04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

S. DAVIS & ASSOCIATES, P.A.

ATTEST:

By Shaun Davis
Signature

_____, Secretary

Printed Name: Shaun Davis

-or-

Title: Managing Partner

[Signature]
Witness

Date: 9/30/2024

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9/30/2024 (date) by Shaun Davis (name of officer or agent, title of officer or agent) of S. Davis & Associates P.A. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did / did not first take an oath this 30 day of September, 2024.

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

ELENA MILAGROS RODRIGUEZ
Print Name of Notary



HH 328091
Notary's Commission No.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Status: ADDED ITEM

2024-11-13	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	RFP25-001- Professional Auditing Services
	ADDED
REQUESTED ACTION:	Approve the Agreements for Award of Request for Proposals (RFP) RFP25-001- Professional Auditing Services with the following five (5) Vendors: Anthony Brunson P.A.; Carr Riggs & Ingram, LLC; HCT Certified Public Accountants and Consultants LLC; RSM US, LLP; and S. Davis and Associates P.A. District-wide.

RATIONALE:
 For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
 The Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreements-5
Revised Award Recommendation

FINANCIAL IMPACT:
 \$1,755,000 over the Agreement period of August 21, 2024, through June 30, 2027. An additional estimated financial impact of \$1,170,000 would be needed if the District exercises the two (2) one (1) year renewals.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
 Accountability OR Business Operations

BOARD ACTION:
 (For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Wanda F. Paul	Phone: 754-321-2611
Name: Dave G. Rhodes	Phone: 754-321-2402

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Wanda F. Paul, Chief Operations & Facilities Officer
 Signature
 Wanda F. Paul, Chief Operations & Facilities Officer

Approved in
 Open Board
 Meeting On: November 13, 2024
 By: *Lois Alshadeff*
 School Board Chair

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: *Lori Alhadeff*
Lori Alhadeff, Chair

Date: 11/13/24

ATTEST
THE SCHOOL BOARD
FLORIDA

Hepburn
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by Maya
Moore
Reason: S. Davis & Associates
Agreement
Date: 2024.10.02 14:20:44
-04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

S. DAVIS & ASSOCIATES, P.A.

ATTEST:

By Shaun Davis
Signature

, Secretary

Printed Name: Shaun Davis

-or-

Title: Managing Partner

[Signature]
Witness

Date: 9/30/2024

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

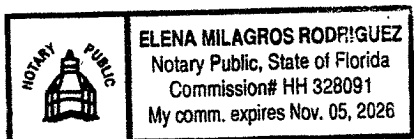
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9/30/2024 (date) by Shaun Davis (name of officer or agent, title of officer or agent) of S. Davis & Associates P.A. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 30 day of September, 2024.

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

ELENA MILAGROS RODRIGUEZ
Print Name of Notary



HH 328091
Notary's Commission No.

**PROPOSAL TO PROVIDE
PROFESSIONAL AUDITING SERVICES**



Established 1915

BROWARD
County Public Schools

**THE SCHOOL BOARD OF BROWARD
COUNTY**

RFP #25-001

SUBMITTED APRIL 5TH, 2024

Shaun M. Davis, Managing Partner
sdavis@sdaviscpa.com
2521 Hollywood Boulevard
Hollywood, Florida 33020
Phone - 954 927-5900

SDA
S. Davis & Associates, P.A.
Certified Public Accountants & Consultants
www.sdaviscpa.com

TABLE OF CONTENTS

Transmittal Letter.....	i
Minimum Eligibility Requirements	2
Proposer experience and qualifications	12
Scope of Services.....	40
Cost of Services	41
Supplier Diversity Outreach Program Participation	42
Insurance	43
Attachments	47
A – Attachment A – S/M/WBE Forms	47
B – Conflict of Interest	48
C – Certificate of Debarment Form	49
D – References.....	50
Letters of Reference.....	51
E – Workers’ Compensation Affidavit.....	53
F – Drug-Free Workplace Form	54
G – W-9 Form.....	55

TRANSMITTAL LETTER



2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 2011
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

April 05, 2024

Ms. Belinda Defoor
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Members of the Audit Selection Committee:

S. Davis & Associates, P.A. ("SDA") is pleased to respond to your request for proposals RFP25-001 – Professional Auditing Services for the School Board of Broward County ("SBBC").

In addition to the SBBC, SDA has successfully completed financial statement audit, single audit, tax, and consulting engagements for governmental clients for over twenty-seven years including Miami-Dade County Public Schools and the School District of Palm Beach County. We proudly make the statement that we have the qualifications, knowledge and capacity to further exceed your expectations as well as the strong desire to continue to perform as your auditor.

The professionals assigned to the engagement, led by Shaun M. Davis, the firm's Managing Partner, demonstrate one of the best indications of our total commitment to serve the SBBC by ensuring that you receive the highest quality service in a prompt and efficient manner. It is the firm's policy to keep the key engagement team members intact for multi-year assignments. To this end, we have included resumes of the key personnel assigned to your audit.

The Firm's engagement partner and project manager will be personally engaged and maintain contact with the audit team, coordinate ongoing work and advise management of the SBBC on the status of the engagement. You will remain a high priority client receiving our highest levels of responsiveness on financial compliance, operational, yellow book, information technology, and performance audit issues and any other questions, concerns or advice you may seek. We will spare no effort in delivering timely engagement reports, and so, we assert our commitment to meeting your deadlines. In the final analysis, the important notions are quality people and quality service at a fair price. We commit to deliver to you on both. If you have any questions on this proposal or require more information, reach out to Shaun M. Davis at sdavis@sdaviscpa.com or (954) 927-5900. We thank you for the opportunity to present this proposal and look forward to continue serving the School Board of Broward County.


Sincerely,

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." The signature is written in a cursive style.

S. DAVIS & ASSOCIATES, P.A.
By: Shaun M. Davis, CPA
Managing Partner

MINIMUM ELIGIBILITY REQUIREMENTS

4.1.4 Required Response Form:

Bid Title: Professional Auditing Services The School Board of Broward County, Florida		RFP No. RFP25-001 Page 5 of 60 Pages	
		The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	
REQUEST FOR PROPOSAL (RFP)			
DUE DATE: This proposal must be submitted to the Procurement & Warehousing Service Department, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET): March 21, 2024 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.		RFP NO.: RFP25-001	RELEASE DATE: 2/16/2024
		PURCHASING AGENT: Name: Ms. Belinda Defoor Email: Belinda.defoor@browardschools.com	
		RFP TITLE: PROFESSIONAL AUDITING SERVICES	
SECTION 1.0 – REQUIRED RESPONSE FORM MUST BE COMPLETED BY ALL PROPOSERS			
NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.			
Proposer's (Company) Name: S. Davis & Associates, P.A. *Doing Business As*, if applicable:		"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. <input checked="" type="checkbox"/> Check this box if the address is the same as stated on the left.	
Address: 2521 Hollywood Boulevard		Address:	
City: Hollywood		City:	
State: Florida	Zip: 33020	State:	Zip:
Telephone Number: 954-927-5900		Proposer's Taxpayer Identification Number: 65-0719690	
Contact Person: Shaun M. Davis		Contact Telephone Number: 954-927-5900	
Contact Person's Email Address: sdavis@sdaviscpa.com			
Proposal Certification			
I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws: all responses, data, and information contained in this proposal are true and accurate. Proposer agrees to complete, an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.			
 Signature of Proposer's Authorized Representative		04/05/2024 Date	
Shaun M. Davis Name of Proposer's Authorized Representative		Managing Partner Title of Proposer's Authorized Representative	
Please sign all originals in blue ink. THIS FORM MUST BE EITHER MANUALLY OR DIGITALLY SIGNED IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.			

MINIMUM ELIGIBILITY REQUIREMENTS

4.1.5 Other Names

There are no other names under which S. Davis & Associates, P.A. has operated.

4.1.6 Notice of Provision

Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title: Shaun M. Davis, Managing Partner

Mailing Address: 2521 Hollywood Boulevard, Hollywood, Florida 33020

Email: sdavis@sdaviscpa.com

With a Copy To:

Name/Title: Annette Lewis, Senior Manager

Mailing Address: 2521 Hollywood Boulevard, Hollywood, Florida 33020

Email: alewis@sdaviscpa.com

4.2 Minimum Eligibility Requirements

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?

Yes No

4.2.2 Proposer must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 for this contract? Yes No

4.2.3 Conflict of Interest

Please find the Conflict of Interest form (Attachment B) below and attached to the required forms in the attachments section.

MINIMUM ELIGIBILITY REQUIREMENTS

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 41 of 60 Pages

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP proposal, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112 – Public Officers and Employees: General Provisions, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.


Signature

Shaun M. Davis
Printed Name of Official

S. Davis & Associates, P.A.
Company Name

2521 Hollywood Boulevard
Business Address

Hollywood, Florida 33020
City, State, Zip Code

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

MINIMUM ELIGIBILITY REQUIREMENTS

4.2.4 Debarment

Please find the Debarment form (Attachment C) below and attached to the required forms in the attachments section.

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 42 of 60 Pages

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

S. Davis & Associates, P.A.

Organization Name

Shaun M. Davis, Managing Partner

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

04/05/2024

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MINIMUM ELIGIBILITY REQUIREMENTS

4.2.5 Proposers must provide a statement indicating that their firm has performed continuous professional auditing services for the government sector for a minimum of five (5) years. Proof may be provided with letters of reference that state the term (years) of service(s) and the type of service(s) performed.

S. Davis & Associates, P.A. is a full service public accounting firm providing a full range of audit, accounting, tax, information technology, and consulting services to government, special districts, non-profits, and private entities for over twenty-seven years.

Our services include performing a variety of audit services which include, financial, operational, performance, and compliance reviews and IT audits; internal audit reviews; construction auditing and contract compliance, information technology audit and consulting services; and special purpose audits to government sector and special district clients on continuous basis for over twenty-seven years. Letters of reference are presented below and in section 4.3.1.9

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 44 of 60 Pages

ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: S. Davis & Associates, P.A.

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:	City of Miramar		
Contact Person:	Kevin Adderley		
Contact's Email:	keadderley@miramarfl.gov		
Contact's Phone:	(954) 602-3049	Date(s) of Service:	2017 to current
Scope of Work:	Financial Statement Audits, Financial Statement Preparation and Internal Audit		

REFERENCE 2			
Name of Firm:	Miami-Dade County Public Schools		
Contact Person:	Jon Goodman		
Contact's Email:	JGoodman@dadeschools.net		
Contact's Phone:	(305) 995-1323	Date(s) of Service:	2018 - 2019
Scope of Work:	Performance and Special-purpose Audits		

REFERENCE 3			
Name of Firm:	Broward County Aviation Department		
Contact Person:	Kirsten Ruus		
Contact's Email:	Kruus@broward.org		
Contact's Phone:	(954) 359-6120	Date(s) of Service:	November 2023 - February 2024
Scope of Work:			

Broward County Public Schools is An Equal Opportunity/Equal Access Employer

MINIMUM ELIGIBILITY REQUIREMENTS



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

March 21, 2024

**RE: RFP25-001 PROFESSIONAL AUDITING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY**

To Whom It May Concern:

Based on the outstanding and exemplary service provided to the Broward County Aviation Department, I am pleased to provide a reference for S. Davis & Associates, P.A., certified public accountants and consultants.

The members of the team assigned to us were very knowledgeable, possessed outstanding experience and skills, displayed professionalism, and greatly assisted us to meet stated goals. If an opportunity arises, I would welcome them back.

I strongly recommend them.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kirsten Ruus".

Kirsten Ruus, CPA, CMA
Director of Finance
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Phone: 954-359-6120

MINIMUM ELIGIBILITY REQUIREMENTS



March 27, 2024

City of Miramar
An Equal Opportunity Employer

**RE: RFP25-001 PROFESSIONAL AUDITING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY**

To Whom It May Concern:

The firm of S. Davis & Associates, P.A. has been the internal auditors for the City of Miramar since 2017 and audited the City's pension plans since 2018. I have had the pleasure of working with them for the last four years. The members of the firm with whom I work are very knowledgeable and proficient in the operations of government and special district, financial and other types of audits.

They conduct audits in an efficient and timely manner. Team member assigned to each engagement have the proper experience and skills for the work and are very professional when conducting audits.

I strongly recommend them for any for the above referenced RFP.

If there are any questions, please do not hesitate to contact me via phone (954)-602-3050 or email keadderley@miramarfl.gov.

Sincerely,

DocuSigned by:

81F1DE01424D42F...

Kevin E. Adderley, CPA
Director of Financial Services

Financial Services
2300 Civic Center Place
Miramar, FL 33025

Phone (954) 602-3050
FAX (954) 602-3696

MINIMUM ELIGIBILITY REQUIREMENTS

4.2.6 Proposer must provide a copy of the lead auditor’s name and current (active) Certified Public Accounting (CPA) license that meets Section 473.308, Florida Statutes. An expired or revoked license shall reject the entire proposal received.





4.2.7 Proposer must provide a statement indicating that the firm is a licensed public accounting firm certified by the State of Florida under Section 473.3101, Florida Statutes. Proposer shall provide the current license number issued by the Florida Department of Business & Professional Regulation and is in good standing with this department.

The firm of S. Davis & Associates, P. A. is properly licensed and certified to practice public accounting in the State of Florida by the Florida Department of Business and Professional Regulation “DBPR”). SDA has been licensed by the State of Florida to practice public accounting since the firm’s inception and licensure is renewed every two years. The Firm’s license is in good standing with the DBPR.

MINIMUM ELIGIBILITY REQUIREMENTS

Ron DeSantis, Governor

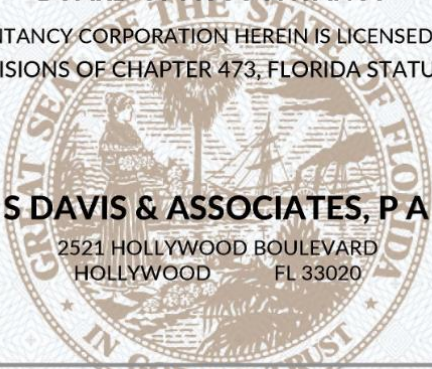
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES



S DAVIS & ASSOCIATES, P A
2521 HOLLYWOOD BOULEVARD
HOLLYWOOD FL 33020

LICENSE NUMBER: AD0016501


EXPIRATION DATE: DECEMBER 31, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/02/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



MINIMUM ELIGIBILITY REQUIREMENTS

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000002262

Entity Name: S. DAVIS & ASSOCIATES, P.A.

Current Principal Place of Business:

2521 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33020

Current Mailing Address:

2521 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33020 US

FEI Number: 65-0719690

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DAVIS, SHAUN
2521 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33020 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name DAVIS, SHAUN MCPA
Address 2521 HOLLYWOOD BOULEVARD
City-State-Zip: HOLLYWOOD FL 33020

Title STD
Name DAVIS, TANYA ICPA
Address 2521 HOLLYWOOD BOULEVARD
City-State-Zip: HOLLYWOOD FL 33020

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

The practice of S. Davis & Associates, P.A. ("SDA") is pleased to have the opportunity to respond to your request for letters of interest, RFP No. 25-001, to provide professional auditing services to the SBBC. The selection of a certified public accounting firm is an important decision SBBC. By selecting SDA, SBBC has the opportunity to select full service auditors that have successfully demonstrated the ability to deliver responsive and quality service. The engagement team will also be available to the District as a technical resource throughout the term of the contract.

Our firm's clientele consists of governmental entities and organizations that receive government awards. We perform financial audits, attestation and review of financial statements in accordance with **Government Auditing Standards** (commonly referred to as generally accepted government auditing standards GAGAS).

When called upon, our project manager and partner will meet with SBBC, within the prescribed fourteen days, to discuss the potential work desired. Through discussion, the type of attest engagement is determined: yellow book audit, operational, information technology, performance audit, forensic audit, agreed-upon procedures, construction audit, etc. Then, we collaborate on the scope of work. After the scope is developed, a budget (hours/rate) is prepared, fees are negotiated and the appropriate engagement letter prepared for review and signature. We then proceed with developing the audit work plan with deliverable/audit objectives and various phases of the engagement from planning to reporting.

SDA acknowledges and understands that SBBC requires various types and level of professional services relating to the scope of services to be provided. We assert that we understand the nature and scope services to be provided and are able to comply with the terms conditions set forth in this RFP. Engagement services will include, but are not limited, to:

- Facility audits
- General contractor audits
- Subcontractor audits
- Subcontractor payment audits
- Construction program oversight
- Site safety and security audits
- Information systems audits
- Information security audits
- Operational audits of business/service departments
- Internal fund/accounts/activities of schools
- Process reviews
- Special analyses, examinations, evaluations and internal control testing procedure

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

- Forensic auditing services

The contemplated Scope of Services to be provided by independent certified public accounting firms, for the purpose of this proposal, may include, but are not limited to:

Construction (inclusive of Pre-planning/Planning/Design/Pre-construction) related audits:

- Audit Consultants engaged by SBBC such as architects, engineers and construction managers
- Audit Contractors, Design/Build Projects, Construction Management at Risk Project, Joint Ventures and Turnkey Acquisition Program Developers engaged by SBBC
- Audit subcontractors and equipment supplier

Progress payment audits, that may consist of, but are not limited to:

- First payment audits
- Partial payment audits

Special payment audits, that may consist of, but not limited to:

- Payments made pursuant to change orders and/or additional work
- Final payments to consultants and prime contractors
- Releases of retention on construction projects
- Collection of reimbursable funds
- Construction contract time extension requests
- Liquidated damages claims
- Construction Management at Risk predesign and design phase fees
- Construction phase fees

Other Facility Related Audits:

- Per SDA's experience, scopes are typically determined based on need and is collaborative in nature

Information technology audits and information systems and information security audits, that may consist of, but are not limited to:

- General computer controls
- Application controls
- Penetration tests
- Intrusion tests
- Leading technology practices

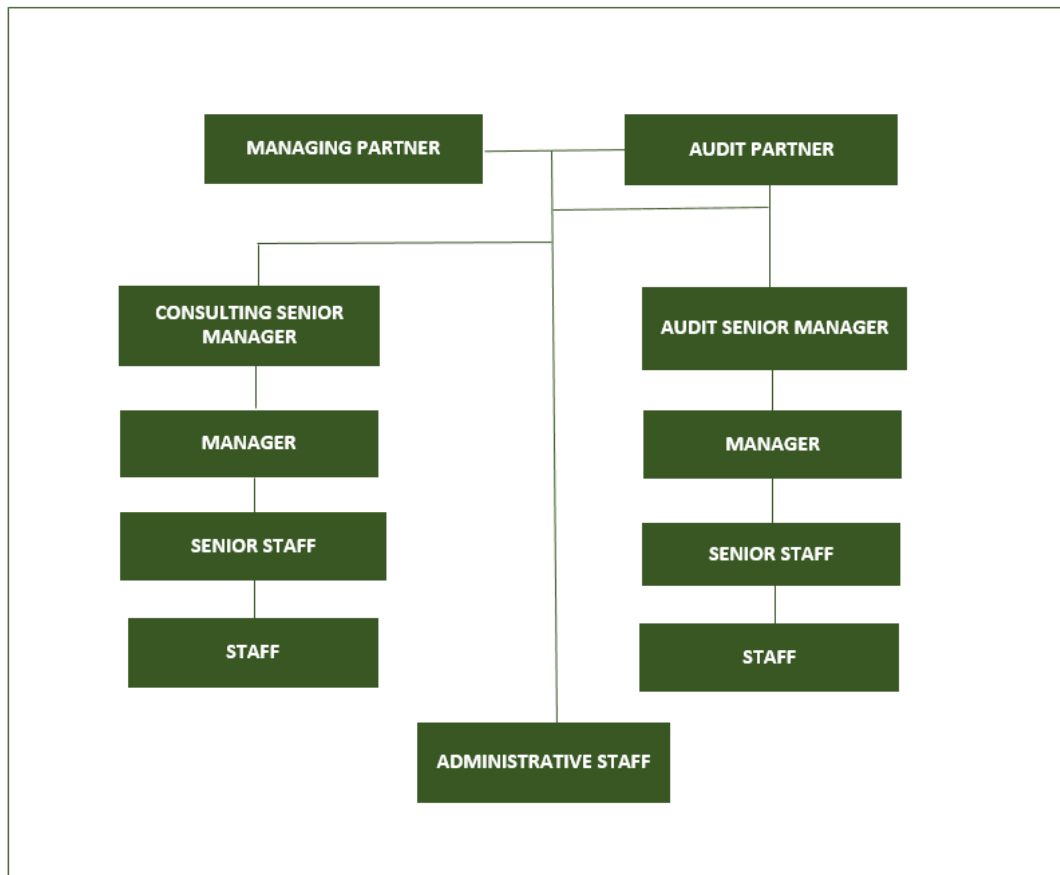
Our firm has provided a majority of services represented in the RFP and will continue to do so, if selected. SDA stands ready, willing and capable of complying with all of the terms and conditions of this RFP. We are confident that we meet all of the eligibility requirements, performance specifications and all other aspects with no deviations.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.3.1.2 Business Information: *Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business, changes in ownership, bank references, and other information to verify financial responsibility*

Business Entity Type	Corporation
State of Incorporation	Florida
Years in Business	Over twenty-seven years
Changes in Ownership	None
Bank Reference	Bank of America

A. Size of the organization. Show the personnel structure (flow chart) of your organization.



B. The number of years in business.

The firm of S. Davis & Associates, P. A. has been in business for over twenty-seven years.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

C. The number of years of experience providing professional auditing services.

The firm of S. Davis & Associates, P. A. has over twenty-seven years of experience providing professional auditing services.

D. Florida Businesses: Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming the firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). Proposers who are required to be registered, if you are a Florida Vendor, with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screenshot of their "active" status. All registered Florida Proposers must have an "active" status in order to be eligible to do business with the School Board. Contractors doing business under a fictitious name, as provided on the Required Response Form, must submit their offer using the company's complete registered legal name; Example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Document Number](#) /

Events [Name History](#)

Detail by Document Number

Florida Profit Corporation
S. DAVIS & ASSOCIATES, P.A.

Filing Information

Document Number	P97000002262
FEI/EIN Number	65-0719690
Date Filed	01/09/1997
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/30/1997
Event Effective Date	NONE

Principal Address

2521 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33020

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

E. Non-Florida Businesses: Submit documentation from the state in which the business was formed, including their state's document number and a screenshot of their "active" status.

Not applicable.

F. State complete corporate address, phone number and contact name and email address. The number of years the company has been in business.

The firm of S. Davis & Associates, P. A. has been in business for over twenty-seven years and is headquartered at:

2521 Hollywood Boulevard
Hollywood, Florida
Broward County, USA
Telephone 954.927.5900
Shaun M. Davis
sdavis@sdaviscpa.com

G. State if your company is local, regional or national in scope. State the number of employees company-wide.

The firm is of a national scope servicing clients throughout the United States and SDA employs over sixty (60) individuals company-wide. The average tenure of your key team members is over twenty (20) years.

H. State number of offices and number of employees located in the State of Florida. Provide the number of CPAs, accountants and other professional support staff, and other clerical/support staff are located in this location.

Spanning over 27 years of service to the South Florida community, SDA has offices in Hollywood, Miami, West Palm Beach and Tallahassee, Florida. We pride ourselves in completing successful governmental engagements and have done so since inception. Approximately eighty- five percent (85%) of the firm's professional services hours are incurred in services provided to governmental entities, providing successful and timely service to small, medium, and large organizations.

Our service team will consist of two SDA partners, a senior manager, a consulting manager, two seniors and staff who will assist them. All of our professional staff are degreed accountants. The firm's partners and several of our audit staff members have worked in international accounting firms and/or major fortune 500 companies. Our consulting manager worked in the governmental

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

industry prior to joining SDA. We bring a wealth of knowledge and new insight to our governmental clients

4.3.1.3 Accounts: State the number of total accounts that are serviced from this your office. How many of these accounts are Florida School Districts for the purpose of conducting financial auditing services? Name the Districts currently, and since 2016, that have been audited by this office, and indicate the year(s) audited and annual budget amount. List other Florida government entities audited by this office, including year(s) audited and the annual budget amount.

Total Number of accounts

Number of school district audits serviced from this office	2 since 2016; 1 currently
Number of Florida School Districts	2 since 2016; 1 currently
Currently serving	School Board of Broward County
Since 2016	Miami-Dade County Public Schools and School Board of Broward County

Florida School Districts, currently and since 2016, audited by this office:

Entity	Year(s) Audited	Budget/Fee
The School Board of Broward County (audit and attest services)	Contract period fiscal years 2016 through Present	Contract payments to date \$592,078
Financial audit – Subcontractor to MSL (SDA issues single audit)	2017 - Current	\$112,500 for 2 years. and \$94,500 every 3 rd year.
Miami-Dade County Public Schools	Performance audit of General Obligation Bond funded school improvement program period 2013 through 2018	\$188,000

Other Government Entities audited by this office include:

Entity	Year(s) Audited	Budget/Fee
City of Lauderhill	2017	\$53,500
	2018	\$53,500
	2019	\$53,500
	2020	\$52,000
	2021	\$53,500

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Entity	Year(s) Audited	Budget/Fee
City of Lauderdale CRA	2020	\$6,000
	2021	\$5,000
Town of Pembroke Park	2019	\$40,000
	2020	\$50,000
	2021	\$50,000
	2022	\$50,000
	2023	\$50,000
City of West Park	2019	\$20,000
	2020	\$20,000
	2021	\$20,000
	2022	\$20,000
	2023	\$20,000
City of Miramar Retirement Plans	2018	\$49,100
	2019	\$49,100
	2020	\$52,500
	2021	\$53,000
	2022	\$96,350
	2023	\$22,000
City of Miramar Internal Audit	2020 – 2021	\$250,000 annually
	2022 – 2024	\$300,000 annually
South Florida Regional Planning Council	2016	\$37,500
	2017	\$37,500
	2018	\$37,500
	2019	\$37,500
	2020	\$37,500
	2021	\$38,500
	2022	\$38,500
	2023	\$38,500
Port of Palm Beach District	2021	\$68,500
	2022	\$68,500
	2023	\$68,500
Hollywood, Florida CRA	2021	\$10,000
	2022	\$10,000
	2023	\$10,000

PROPOSER’S EXPERIENCE AND QUALIFICATIONS

4.3.1.4 Administration and Staff Qualifications: Identify all members of the proposed auditing team that will service the School Board’s account and define the role of each member. Indicate the primary point of contact at the local office and for field inquiries. For each Team member indicate the following:

4.3.1.4.1 Experience in auditing Florida governmental entities, including position during engagement and dates;

Experience in Auditing Florida Governmental Entities:

Audit Team Member	Government Entity Audit Experience	Position During Engagement	Engagement Dates
Shaun Davis ⁽¹⁾	See resume for listing - Page 25	Engagement Partner	2015 - Present
Tanya Davis	See resume for listing - Page 26	Quality Review Partner	2015 - Present
Annette Lewis ⁽²⁾	See resume for listing - Page 27	Manager Project Manager/ Co-Senior Manager	2015 – 2018 2018 - Present
Heather Sinclair-Young	See resume for listing - Page 28	Co-Senior Manager	2015 - Present
Mark Parks	See resume for listing - Page 29	Manager	2021 - Present
Joy Chambers-Nicholas	See resume for listing - Page 30	Senior	2015 - Present

(1) Primary point of contact

(2) Contact for field inquiries

4.3.1.4.2 Specific experience performing audit services including position during engagement, year(s), and tasks performed.

Team Member	Positions	Years of Experience with the Firm
Shaun Davis	Managing Partner	1997 - Present
Tanya Davis	Partner	1997 - Present
Annette Lewis	Senior/Manager/Senior Manager	2005 - Present
Heather Sinclair-Young	Audit/Senior/Manager/Senior Manager	1997 – Present
Mark Parks	Manager	2021 - Present
Joy Sinclair-Young	Senior	2015 - Present

The **engagement partner** has overall responsibilities for all work performed for a client. Shaun M. Davis, Managing Partner of S. Davis & Associates, P.A., will serve in this capacity and is the primary contact. Shaun has extensive experience in serving governmental entities, as noted on his

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

resume, as well as, not-for-profit, and other large, complex, computer-oriented clients. Shaun has over thirty-five years of public accounting experience and, in addition to audits, has participated in numerous consulting projects that addressed internal controls, best practices and financial projections. Shaun is licensed to practice as a CPA in Florida and New York and has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

Tasks Performed – Engagement Years 2015 - Present

Mr. Davis is responsible for the audit engagement and its performance, inclusive of its direction and supervision of the work and the auditor's report that is issued. He is also responsible for ensuring that a quality review is performed for the audit. As the engagement partner, he leads the development of the audit strategy and plan, including holding initial meetings with senior client management during the planning phase. He also chairs the mandatory team planning meeting with the engagement team, heading audit team meetings to discuss the audit, procedures, team member assignments, engagement acceptance and continuance and the overall quality of the engagement. As part of ensuring the quality of the engagement, he makes sure that the team assigned has the collective competence and capabilities to perform the audit in accordance with relevant standards and legal and regulatory requirements. Mr. Davis reviews the audit documentation during the audit. He also ensures that sufficient appropriate evidence has been obtained to support the opinion in the auditor's report before the audit report is issued. Shaun ensures that sufficient audit evidence has been obtained to support the opinion or conclusion in the auditor's report before it is issued.

The **quality review partner** is responsible for reviewing audit documentation and reporting for quality controls. Tanya I. Davis, Partner at S. Davis & Associates, P.A., also has extensive experience in serving governmental, not-for-profit, and other large, complex, computer-oriented clients, with over thirty years of public accounting experience. Tanya is a licensed CPA in Florida and has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

Tasks Performed – Engagement Years 2015 - Present

Tanya evaluates the significant judgments made by the engagement team and the related conclusions reached in forming the overall conclusion on the engagement and in preparing the engagement report. She holds discussions with the engagement partner and other members of the engagement team, and reviews audit documentation. Tanya evaluates whether the engagement documentation supports the conclusions reached by the engagement team with respect to the matters audited or reviewed. She reviews the financial statements, attestation reports, management's report on internal control, and the related engagement report. Based on required standards, Tanya assesses the engagement team's determination, communication, and documentation of critical audit matters. She also evaluates whether appropriate matters have been communicated, or identified for communication, to the audit committee, management, and other parties, such as regulatory bodies according to pertinent standards.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

As the *co-engagement and project manager* Annette Lewis, Senior Manager, maintains continuous control over the engagement through meetings with clients, review of work papers, and discussions with staff and has significant experience in providing auditing, consulting and accounting services to our governmental clients. Annette has previously served as a Senior Analyst, System Administrator, CFO, and Finance Director for governmental entities. Invaluable to this engagement will be the use of her expertise as a government finance and budget professional. She will establish and maintain open communication channels with key personnel, the engagement partner, and the engagement senior to ensure a smooth execution and timely completion of the audit. She is a licensed CPA in the State of Florida and has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

Tasks Performed – Engagement Years 2015 – Present (Annette functioned as a Project Manager since 2015 with the title of Manager until 2018)

Annette is heavily involved in the planning phase, including team meetings, to assess whether the team has the appropriate competence and capabilities, resources, and time to perform the audit engagement, and whether the involvement of specialists and experts is necessary and is appropriately planned. She leads the development of the audit strategy and plan, including, where appropriate, holding initial meetings with senior client staff during the planning phase. Annette also co-chairs the mandatory team planning meeting with the engagement team. Annette is a point of contact for engagements for SBBC.

Her primary role as senior manager is workplan development, plan and lead for the audit engagement, managing and leading the audit team and engagement deliverables, finalize audit findings and recommendations, direct the work of managers, seniors, and staff. Annette is responsible for maintaining effective working relationship with the executive staff/senior management, operating management and staff of the engagement organization.

Annette is also responsible for audit program approval, personnel scheduling, audit working papers review, financial statement disclosure footnote approval, day-to-day client relationships, determination of billings for engagements, and training and evaluation of audit team members.

During the engagement she monitors the progress of the audit, leads the discussions and decides whether sufficient appropriate audit evidence has been obtained or whether there is a need to revise the nature, timing, and extent of work performed; determines that appropriate consultations have taken place and the resulting conclusions have been documented. Annette ensures that she is satisfied that the objectives of the engagement procedures have been achieved and have been reviewed by an appropriate level of staff; and reviews the completion activities and signs off to provide evidence of satisfaction with the work done to support the opinion or conclusion.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Co-engagement manager Heather Sinclair Young, Senior Manager, will also be assigned to the audit along with Annette. She will devote substantial attention to the planning and wrap up phases of the audit and, during fieldwork, will devote a significant amount of her time to review and supervision. Heather has more than twenty-five years of public accounting experience and is licensed to practice as a CPA in Florida. She has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

Tasks Performed – Engagement Years 2015 - Present

Heather's primary role as senior manager is workplan development, plan and lead the audit engagement, managing and leading the audit team and engagement deliverables, finalize audit findings and recommendations, direct the work of managers, seniors, and staff. Heather is responsible for maintaining effective working relationship with the governing body, operating management and staff of the engagement organization.

She is also responsible for audit program approval, personnel scheduling, audit working papers review, financial statement disclosure footnote approval, day-to-day client relationships, determination of billings for engagements, and training and evaluation of audit team members.

During the audit, the engagement she monitors the progress of the audit, leads the discussions and decides whether sufficient appropriate audit evidence has been obtained or whether there is a need to revise the nature, timing, and extent of work performed; determines that appropriate consultations have taken place and the resulting conclusions have been documented. Heather ensures that she is satisfied that the objectives of the engagement procedures have been achieved and have been reviewed by an appropriate level of staff; and reviews the completion activities and signs off to provide evidence of satisfaction with the work done to support the opinion or conclusion.

The **engagement manager**, Mark Parks has significant experience in governmental operations and providing audit and attest services. He will establish and maintain open communication channels with key engagement personnel and the SDA team. He will devote substantial attention to the planning and wrap up phases of the engagement and, during fieldwork, will devote a significant amount of his time on your audits. Mark is licensed as a certified public accountant in Florida

Tasks Performed – Engagement Years 2021 - Present

Mark plans, coordinates, and executes audits and compliance engagements in accordance with laws and regulations. He ensure that audits are conducted in accordance with established standards and procedures. Mark performs audit planning and coordination, audit execution and supervision, audit reporting and follow up (if requested by the client), review procedures, supervising team and ensuring that procedures are performed in accordance with the audit workplan. He also reviews testing of all audit areas completed by team members on the audit. Mark stays current on industry regulations, accounting knowledge and technical skills.

PROPOSER’S EXPERIENCE AND QUALIFICATIONS

The *engagement seniors* are responsible for the daily supervision of the audit fieldwork. Joy Chambers-Nicholas will be assigned in this capacity. Along with Annette and Heather, she will devote substantial attention to the planning and wrap up phases of the audit and, during fieldwork, will devote 100% of her time to SBBC. If it is determined that additional seniors are required, they will be assigned. Those assigned will have appropriate credentials, competence and experience suitable for the engagement(s).

Tasks Performed – Engagement Years 2019 - Present

Joy is a lead in the audit process and oversees auditing projects, ensuring that tasks are assigned to and completed by auditors on the team. She leads and assists in the auditing process and make sure that audits are done in accordance with SDA’s standards. Joy also perform staff checks, advises management on decisions, and takes part in auditing activities. Specifically, she assigns responsibilities to both junior and senior auditors, interacts with management to gather necessary information, reviews and resolves problems faced by staff auditors and make recommendations. Joy manages staff auditors and reviews each team member's work for accuracy and conformity. Ms. Chambers-Nicholas analyzes financial statements and identifies audit-related issues. She provides audit comments and reports issues to support findings identified during the fieldwork and ensures timely and successful completion of audits and submission of reports to the auditing manager(s).

The *engagement staff* will perform the audit procedures at the direction of the managers and seniors. We strive to match the interests, abilities, and experience of our staff to each engagement. Staff assigned to our governmental industry engagements receives specific industry training to prepare them for their assignments. Project Manager/Senior Managers will assign staff persons based on their experience, competence, and expertise as necessitated by the nature of the engagement.

4.3.1.4.3 Indicate which team member(s) will be in charge of an Audit. Note: Proposer will be evaluated based on the experience and qualifications of their entire stated team.

Primary Point of Contact:

Auditing Team Member	Role	Primary Point of Contact
Shaun Davis	Engagement Partner	Sdavis@sdaviscpa.com 954-927-5900
Annette Lewis	Project Manager	Alewis@sdaviscpa.com 954-927-5900

The audit personnel assigned to the engagement all have extensive financial audit experience. We have assembled our best and brightest governmental specialists to serve on this account. We believe that their relevant experience and training are unmatched in South Florida and that they have the skills and desire to serve SBBC’s needs. Our service team will consist of two SDA

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

partners, at least one senior manager, a consulting manager, at least one senior and staff who will assist them.

All of our professional staff are degreed accountants. The firm's partners and several of our audit staff members have worked in international accounting firms and/or major fortune 500 companies. Two of our managers worked in the governmental industry prior to joining SDA. We bring a wealth of knowledge and new insight to our governmental clients. All key members of our client service team meet or exceed the continuing professional education requirements promulgated by *Government Auditing Standards*.

Tenure of our key team members is over 20 years and for audit staff the average is over 8 years. It is the firm's policy to keep the key engagement team members intact for multi-year assignments.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Resumes



SHAUN M. DAVIS, CPA

Engagement Partner

Shaun is the Managing Partner of S. Davis & Associates, P.A. and has over thirty-five years of public accounting experience, including serving in his former position as Audit Manager with Ernst & Young and Audit Senior with Deloitte. Shaun has pertinent experience in audit, consulting, and special services engagements in the governmental industry, most requiring federal and/or state single audits.

Shaun founded the firm twenty-seven ago following six years of operating as Shaun M. Davis, CPA the legacy firm.

Selected Current and Former Governmental Experience

- **School Board of Broward County**
- **Miami-Dade County Public Schools**
- Palm Beach School District
- City of Lauderhill
- Lauderhill Community Redevelopment Agency
- City of Hollywood
- City of West Park
- City of North Miami
- City of Riviera Beach Community Redevelopment Agency
- South Florida Regional Planning Council
- Florida Atlantic Research & Development Authority
- Broward Performing Arts Center Authority
- Broward County Single Audit
- Broward County Sheriff's Office
- Broward County Property Appraiser
- Broward County Clerk of Courts
- Broward County Aviation Department
- Florida A&M Foundation (Florida A&M University DSO)
- Port of Palm Beach District

Professional and Civic Affiliations

- Past Chairman and Two-Term Board Member, State of Florida Board of Accountancy
- Member, South Florida Government Finance Officers and City Clerks Association
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Florida Institute of Certified Public Accountants (FICPA)
- Lifetime Member, National Association of Black Accountants
- Member, National Black MBA Association
- Trustee and Audit & Compliance Committee Chair, Florida Atlantic University
- Former Board of Governors Member, Florida State University School of Business
- Former Advisory Council Member, Florida State University School of Accounting
- Member and Finance Committee Chair, Broward Workshop
- Member and Audit Committee Member, Orange Bowl Committee

Education and Licenses

Graduate of Florida State University with a Bachelor of Science degree in Accounting

CPA licensed to practice in Florida and New York

Shaun has exceeded CPE hours required by *Government Auditing Standards*.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS



TANYA I. DAVIS, CPA
Quality Review Partner

Tanya is the partner in charge of assurance services at S. Davis & Associates, P.A. and has over thirty years of public accounting experience. She was a former Audit Supervisor with Grant Thornton, LLP and experienced staff with PricewaterhouseCoopers. Tanya has attained pertinent audit and special services experience in the governmental industry, most requiring federal and/or state single audits.

Tanya has been with SDA for over twenty-seven years.

Selected Current and Former Governmental Experience

- **School Board of Broward County**
- **Miami-Dade County Public Schools**
- City of Lauderhill
- Lauderhill Community Redevelopment Agency
- City of West Park
- City of North Miami
- Town of Pembroke Park
- Hollywood, Florida Community Redevelopment Agency
- City of Dania Beach
- City of Riviera Beach Community Redevelopment Agency
- South Florida Regional Planning Council
- Port of Palm Beach District
- Broward County Sheriff's Office
- Broward County Single Audit
- Broward County Housing Finance Authority
- Florida Atlantic Research & Development Authority
- FAMU Boosters (Florida A&M University DSO)

Professional and Civic Affiliations

- Past Chairperson and Two-Term Board Member, State of Florida Board of Accountancy
- Past Member, National Association of State Boards of Accountancy (NASBA)
- Member, Government Finance Officers Association (GFOA)
- Member, Florida Government Finance Officers Association (FGFOA)
- Member, South Florida Government Finance Officers and City Clerks Association
- Member, Florida Institute of Certified Public Accountants (FICPA)
- Lifetime Member and Past Regional Vice President, National Association of Black Accountants
- Vice Chair of Trustees and Audit & Compliance Committee Chair, Barry University
- Trustee and Audit Committee Member (former Treasurer and Audit Committee Chair), Art & Culture Center of Hollywood
- Budget, Finance & Audit Committee Member, Humane Society of Broward

Education, Licenses and Continuing Professional Education

Cum Laude Graduate of Barry University with a Bachelor of Science Degree in Accounting

CPA licensed to practice in Florida

Tanya has exceeded CPE hours required by *Government Auditing Standards*.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS



ANNETTE E. LEWIS, CPA, MBA
Project and Co- Engagement Manager

Annette is a senior manager and has over thirty years of combined governmental and public accounting experience. She has held Analyst, Senior Analyst, Assistant and Director of Finance positions with governmental entities and, in her transition to public accounting, has gained significant experience in providing audit, consulting and accounting services for governmental clients.

Annette has been with SDA for over nineteen years.

Selected Current and Former Governmental Experience

- **School Board of Broward County**
- **Miami-Dade County Public Schools**
- City of Miramar
- City of West Park
- City of Hollywood
- City of Lauderhill
- City of North Miami
- Broward County Sherriff's Office
- Broward County Aviation Department
- South Florida Regional Planning Council
- Solid Waste Authority of Palm Beach County
- City of Hollywood Community Redevelopment Agency
- City of Riviera Beach Community Redevelopment Agency
- South Florida Water Management District
- Florida A&M University Foundation (Florida A&M University DSO)
- FAMU Boosters (Florida A&M University DSO)
- Workforce One (now CareerSource Broward)

Professional and Civic Affiliations

- Member, South Florida Government Finance Officers and City Clerks Association
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Florida Institute of Certified Public Accountants (FICPA)
- Member, The Institute of Internal Auditors
- Member, Association of Certified Fraud Examiners
- Lifetime Member, National Black MBA Association

Education, Licenses and Continuing Professional Education

Graduate of Boston College with a Bachelor of Science degree in Accounting and an MBA from Florida International University

CPA licensed to practice in Florida

Annette has exceeded CPE hours required by *Government Auditing Standards*.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS



HEATHER SINCLAIR YOUNG, CPA, MBA
Co-Engagement Manager

Heather is senior manager and will serve as the engagement manager with over twenty-five years of public accounting experience, including serving in her former position as Audit Professional with Mair Russell, a corresponding firm of Grant Thornton, LLP. Her pertinent financial statement audit, single audit and special services experience has been attained in the governmental and employee benefit plan industries.

Heather has been with SDA for over twenty seven years.

Selected Current and Former Governmental Experience

- **School Board of Broward County**
- **Miami-Dade County Public Schools**
- Palm Beach School District
- City of Dania Beach
- City of Hollywood
- City of West Park
- Broward County Housing Finance Authority
- Broward County Single Audit
- Broward County Supervisor of Elections
- Broward County Property Appraiser
- Palm Beach County
- Port of Palm Beach District
- Housing Finance Authority of Broward County
- Miami-Dade Water and Sewer
- Broward Performing Arts Center Authority
- South Broward Hospital District
- Broward Education Foundation (School Board of Broward County Component Unit)
- Workforce One (now CareerSource Broward)

Professional and Civic Affiliations

- Leadership Hollywood Alumni
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Education and Licenses and Continuing Professional Education

Honors Graduate of the University of the West Indies with a Bachelor of Science degree in Accounting and a Master of Business Administration from Florida International University.

CPA licensed to practice in Florida

Heather has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS



MARK PARKS, CPA
Manager

Mark is responsible for the special audits and quality control for management consulting engagements for SDA. He has over twenty (20) years in government, special districts, and non-profit entities. Mark's pertinent consulting, audit and special agencies experience has been attained in the not-for-profit and governmental industries. He also served as an adjunct professor teaching accounting at Cuyahoga Community College, Cleveland, OH.

Mark has been with SDA for 3 years.

Selected Current and Former Not-for-Profit and Governmental Engagements

- **School Board of Broward County**
- City of Miramar
- City of West Palm Beach
- City of North Miami
- South Florida Regional Planning Council

Professional and Civic Affiliations

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Education and Licensing

Graduate of Cleveland State University with a Bachelor of Arts degree in Business Administration and Political Science

MBA from University of Phoenix

CPA licensed to practice in Florida

Mark has exceeded the governmental and total CPE hours required by *Government Auditing Standards*.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS



JOY CHAMBERS-NICHOLAS, MBA
Engagement Senior

Joy began her career with Mair Russell, a corresponding firm of Grant Thornton, LLP and has over twenty-five years of combined public and private experience in accounting, taxation and auditing. She has attained pertinent governmental audit experience for both financial statements and grant expenditures (the Single Audit).

Joy has been with SDA for nine years.

Selected Current and Former Governmental Experience

- **School Board of Broward County**
- South Florida Regional Planning Council
- City of Hollywood
- City of Deerfield Beach
- City of Pompano Beach
- City of West Park
- City of Miramar Pension Trust for General Employees
- City of Miramar Management Retirement Plan
- City of Miramar Police Officers' Retirement Plan and Trust
- City of Lauderhill Police and Firefighters Retirement System
- Miami-Dade Expressway Authority
- Florida Atlantic University Research Corporation (Florida Atlantic University DSO)

Professional and Civic Affiliations

- Member, South Florida Government Finance Officers and City Clerks Association
- Member, Florida Institute of Certified Public Accountants (FICPA)

Education and Licenses

Graduate of the University of the West Indies, Kingston, Jamaica, with a Bachelor's Degree in Accounting Management

Master's degree in accounting from Western Governors University

Pending licensure as a Florida CPA

Joy has exceeded CPE hours required by *Government Auditing Standards*.

PROPOSER’S EXPERIENCE AND QUALIFICATIONS

4.3.1.7 Completed Projects: List at least three current or recently completed projects that best illustrate the experience of the firm. Projects shall be similar in size and scope to SBBC’s projects detailed in this solicitation (Florida School Districts preferred). Include the following for each:

- 4.3.1.7.1 Name and location of the engagement.**
- 4.3.1.7.2 The nature of the firm’s responsibility for the engagement.**
- 4.3.1.7.3 Name, address, telephone, and e-mail address for each project contact.**
- 4.3.1.7.4 Date engagement was completed or is anticipated to be completed.**
- 4.3.1.7.5 Size of engagement (project dollar value).**
- 4.3.1.7.6 Description of services for which the firm’s staff was responsible.**
- 4.3.1.7.7 Present status of the engagement.**
- 4.3.1.7.8 The firm’s key professionals involved in the engagement and who of that staff would be assigned to the program covered by this RFP.**

Name and location	Miami-Dade County School District, Miami-Dade, Florida
Nature or the firm’s responsibility on the engagement	Independent auditing services for its \$1.2 Billion General Obligation Bond.
Name, Address, Telephone, and Email address of the project contact	Jon Goodman, Chief Auditor, Management Audits 1450 NE 2 nd Avenue, Room 415, Miami, FL 33132 305-995-1318 JGoodman@dadeschools.net
Date the engagement was completed or is anticipated to be completed	June 2019
Size of the engagement (project dollar value)	\$188,000
Description of services for which the firm’s staff was responsible	Plan, perform and issue a performance audit report at the midpoint (50%) spend of its funding of \$1.2 Billion 21 st Century Schools General Obligation Bond.
Present status of the engagement	Completed
The firm’s key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP	Shaun Davis, Partner Tanya Davis, Partner Annette Lewis, Senior Manager (Project Manager)

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Name and location	City of Miramar, Miramar Florida
Nature or the firm's responsibility on the engagement	Internal Auditor (City-wide)
Name, Address, Telephone, and Email address of the project contact	Kevin Adderley 2300 Civic Center Place, Miramar, FL 33025 954-602-3116 keadderley@miramarfl.gov
Date the engagement was completed or is anticipated to be completed	On going
Size of the engagement (project dollar value)	Annually \$300,000
Description of services for which the firm's staff was responsible	Perform financial, performance, operational, compliance audits and reviews, review of controls, productivity and management studies, information systems reviews, assessment and audits, examinations and evaluations of management activities that help to ensure the reliability and integrity of information, compliance with policies plans and procedures, laws and regulations, safeguarding of assets, the economical and efficient use of resources and the accomplishment of established goals and management objectives.
Present status of the engagement	In progress
The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP	Shaun M. Davis Annette Lewis

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Name and location	Broward County Aviation Department, Broward County, Florida
Nature or the firm's responsibility on the engagement	Accounting Services
Name, Address, Telephone, and Email address of the project contact	Kirsten Ruus 320 Terminal Drive, Suite 200 Fort Lauderdale, FL 33315' 954-359-6120 kruus@broward.org
Date the engagement was completed or is anticipated to be completed	March 2024, contract has a one year extension option
Size of the engagement (project dollar value)	Not to exceed \$300,000 (annual)
Description of services for which the firm's staff was responsible	Accounting services including invoicing, and other tasks in the Broward County Aviation Department. The tasks include collecting and processing activity reports and updating accounting records that result in invoices to Aeronautical and Non-Aeronautical users of Broward's Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO)
Present status of the engagement	Phase I Completed
The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP	Shaun M. Davis Annette Lewis

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.3.1.8 Completed Audits: List examples of at least three (3) audits completed by Proposer within the past five (5) years (2019-2024) that are similar to services being requested. Include a description of the audits undertaken and the methodology. Describe the specific services provided by this firm. (Limit 3 Pages)

SCHOOL BOARD OF BROWARD COUNTY - THE SECURE THE NEXT GENERATION REFERENDUM PERFORMANCE AUDIT

We were engaged by and conducted a performance audit of the Secure the Next General Program ("STNGP") for the School Board of Broward County in accordance with Government Auditing Standard issued by the Comptroller General of the United States. The STNGP was funded by an increase of ½ mil of ad-valorem tax levy to the District by a referendum passed by the voters of Broward County, Florida for the period beginning June 1, 2019 to September 30, 2021. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

A performance audit includes examining, on a test basis, evidence supporting program transactions, effectiveness, economy and efficiency. The objective of our performance audit was to provide findings and conclusions based on an evaluation of sufficient, appropriate evidence against expected outcomes/objectives of the Bond Program based on the Scope of Services identified in the scope of services.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the SNG information and to design the nature, timing, and extent of further audit procedures. The SNG's performance audit was not specifically designed to provide assurance on internal control of the SNG or to identify all significant deficiencies or material weaknesses. However, for this performance audit, we designed and performed procedures to obtain sufficient, appropriate evidence to support our findings and conclusions on the design, implementation and operating effectiveness of internal control that were significant within the context of the audit objectives described in the Scope of Services identified in Attachment A, but not for the purpose of expressing an opinion on the effectiveness of internal controls. Accordingly, we do not express any assurance on internal control.

Scope of Services

1. Gain an understanding of the Referendum and the associated goals for the *Secure The Next Generation* Program.
2. Request and review supporting documentation for the District's spending plan for the use of funds derived from the additional ½ mil levied to the support the program.
3. Inquire about the policies and procedures that apply to this program and request appropriate documentation.
4. Select a random sample for testing from each of the areas where spending was authorized.
5. Plan and prepare appropriate testing procedure and perform testing of samples.
6. Conduct periodic status meetings with the Chief Auditor and requisite personnel.
7. Prepare a report.
8. Discuss results with management.
9. Present report to the audit committee upon request.
10. Perform other tasks as agreed upon by both parties

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Based on the procedures performed, the result of our test indicate that the District expended SNG funds, for the 2019-2020 and 2020-2021 school years, in accordance with the purpose of the enhanced funding and programs approved by the voters on the August 28, 2018 referendum ballot.

PERFORMANCE AUDIT OF MIAMI-DADE COUNTY PUBLIC SCHOOLS - GENERAL OBLIGATION BOND FUNDED SCHOOL IMPROVEMENT PROGRAM FOR THE PERIOD FROM JULY 1, 2012 THROUGH JUNE 30, 2018

Miami-Dade County voters approved the funding of a plan for modernizing, constructing, acquiring, building, enlarging, furnishing or otherwise improving school buildings throughout the District, including educational technology upgrades, or for any other exclusive use of the public schools within the District by issuing General Obligation Bonds in the aggregate amount of \$1.2 Billion in one or more series. The bonds are set to mature in thirty years and are secured by the full faith and credit and ad-valorem taxing power of the District. A list of the candidate schools were included as exhibits in Resolution Numbers 12-122 and 12-133 issued by the District and approved by the Florida Department Education. The initial allocations were tied to the Five Year Capital Improvement for fiscal years 2012 through 2015. The resolution also provided for School Board of Miami-Dade County, Florida's (the "Board") use of discretion for the allocating of amounts saved from initial projects to other purposed projects and, if advisable, to change any of the school sites or modify, substitute or replace any of the projects described in the candidate listing. Any changes should be based on the school plant needs conducted pursuant to Section 1013.31, Florida Statutes or other applicable provisions of law. Specific and separate projects for each school were later defined based on the associated deficiencies noted in the school facilities database.

Allocations for the candidate schools were based on projects derived from its facilities deficiencies database. The total estimated deficiencies were estimated to be \$1.9 Billion and the bonds provided funding for \$1.2 Billion with \$100 Million earmarked to address technology upgrades. Final project scopes, specifically from Priorities 1 and 2 on a scale of 1 to 5, are based on the validation or definition of scopes as determined pursuant to site visits to the candidate school. The total amount expended for the Program through June 30, 2018 is \$624,833,469.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the Bond Program information and to design the nature, timing, and extent of further audit procedures. The Bond Program's performance audit was not specifically designed to provide assurance on internal control of the Bond Program or to identify all significant deficiencies or material weaknesses. However, for this performance audit, we designed and performed procedures to obtain sufficient, appropriate evidence to support our findings and conclusions on the design, implementation and operating effectiveness of internal control that were significant within the context of the audit objectives described in the Scope of Services identified in Attachment A, but not for the purpose of expressing an opinion on the effectiveness of internal controls. Accordingly, we do not express any assurance on internal control.

Based on the procedures performed, the objectives have been met and the results of our procedures indicate that there are findings and potential opportunities for improvement within the Bond Program processes.

CITY OF MIRAMAR - APPLYING AGREED-UPON PROCEDURES ON PROCUREMENT AND CONTRACT COMPLIANCE FOR SPECIFIED CONTRACTS

S. Davis & Associates, P.A. ("SDA"), was engaged to prepare an analysis of Procurement and Contract Compliance for the City of Miramar ("the City"). In the analysis, SDA reviewed four contracts. The method of procurement varied based on different areas of the Procurement Section of the City's Municipal Code ("Code. The scope entailed gaining an understanding of the Procurement and Contract

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

Review operations and environment, review of policies and procedures to design specific procedures to test, and finally to review contract coverage to determine if the coverage is adequate to cover the workload.

The Procurement and Contract Compliance Process is governed by the City's Charter and Chapter 2 of its Municipal Code. The Administrative Policy Directives and Procedures Manual ("APDP") is organized by chapters that generally applies to each department in the City. While the APDP establishes policies, departments are responsible for compiling their own processes and procedures for their functional areas. This may include but not be limited to developing process workflow for the major areas of their department and the creation of written procedures.

PROJECT SCOPE AND METHODOLOGY

The overall objective of the internal audit assignment is to provide all levels of management with an independent assessment of the quality of the administrative processes, internal controls, and the extent to which they are assisting the City in achieving its strategic objectives. In the case of Procurement, the review of operation and process flows is to determine if it fits in with the City's solution for achieving its long-term development strategy.

Procurement is responsible for managing the purchasing activities of the organization. This includes the acquisition of goods, services, and construction in accordance with the City's Code, Broward County Code, Florida State Statutes and Federal Law. This department is dedicated to open competition, transparency, and fairness in all procurements. The department is also responsible for disposing of the City's surplus property through auctions. Through the implementation of the new Enterprise Resource Planning (ERP) system, procurement operations have migrated to a paperless business model.

Procurement's Mission

To acquire commodities, services, and construction effectively and to optimize the resources of the City for maximum savings and best value to the citizens of Miramar.

Procurement's Vision Statement

Procurement's vision is to achieve a centralized, professional public procurement arena where suppliers and service providers together with the City of Miramar, can promote full and open competition and operate under the highest ethical standards, while meeting the needs of the Community.

Tools

Procurement - MUNIS is a comprehensive ERP tool that is not only used to manage the business processes (i.e., Finance). It along with other systems, applications and tools are used for City operations.

SDA began this engagement with a kickoff meeting. We shared the project work plan and discussed expectations and the anticipated outcome. The City Manager emphasized the importance of the project and the aggressive timeline for completion. A request for documents was also submitted. The Procurement Director and Assistant Director coordinated the list with input and the names of responsible parties who possessed or had access to the requested information. Managers were asked to provide dates and times of availability to set up interviews. SDA developed a questionnaire and requested that each manager complete it prior to their interview. Based on the interview. Based on the pace of the project, some managers did not reply prior to the meeting; however, most did complete it afterwards.

Interviews:

Managers were contacted to schedule individual meetings by functional area so that our team could understand their role in procurement and contract compliance operations. As noted previously, not all managers were able to complete the questionnaire before meeting with us. Some other areas also provided information that was helpful.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.3.1.9 Approach: Submit the overall approach and methodology plan for performing the audit including sampling techniques, analytical procedures, and the approach to information systems. (Limit 1 Page) Include anticipated dates of completion for audits.

SDA's approach methodology provides a structured approach for conducting a comprehensive audit aiming to enhance transparency, accountability and efficiency. We value our clients and their resources therefore, we include their team as an integral part of the planning process to ensure that we gather as much reliable and appropriate data as possible at the beginning of the engagement. We achieve this by conducting an **entrance conference** where staff members, as determined by management, are invited to attend to discuss the scope, audit objectives, expectations and timing and the development of a workplan. Follow-up communication and coordination is typical to finalize the workplan that outlines areas of responsibility and the appropriate personnel.

Fieldwork is performed in-person or a combination of remote and in-person. Any portion that is in-person is scheduled with personnel to ensure that space and data availability requirements are met prior to the site visit.

When fieldwork is completed, we conduct an **exit conference**. At this point, all parties are informed of open items, conflicting items and potential findings. Based on the discussions additional data or information clarifying conflicts or potential findings may be submitted.

Reporting – After the exit conference SDA prepares a draft report for submission to management. It is discussed with the appropriate parties and finalized with findings, recommendations, and management responses to audit findings for submission to the board. Plans for follow-up audits or reviews to assess implementation of recommendations and effectiveness of corrective actions.

Sampling Techniques

Our team, in the determination of sampling techniques, will consider the specific audit scope and objectives of the engagement. In planning and conducting audits, it may not be practical, efficient or effective to test the entire population or information available, so sampling is required to draw a valid conclusion about the population. SDA uses statistical and/or non-statistical methods. Both approaches require that we use professional judgment in planning, performing and evaluating a sample and the relating audit evidence when performing an assumption about the population. The audit may consider other variables such as, limitation and availability of data and size of sampling population.

Analytical Approach

Analytical procedures are an important part of the audit process and consist of evaluations of financial information made by a study of plausible relationships among both financial and nonfinancial data. Our team uses analytical procedures to plan the nature, timing and extent of other procedures, for substantive tests to obtain audit evidence about assertions related to information provided with regard to the scoped engagement, and an overall review of information in the final review stage of the audit.

Approach to Information Systems (IT)

Our approach aims at evaluating IT policies, systems, and controls used for managing various processes focusing on data integrity, security and functionality. Testing and analyses performed may include but not limited to general computer controls, application controls, penetration tests, intrusion test, and leading technology practices.

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.3.1.9 References: Provide a minimum of three references, clients either past or current, for whom Proposer has provided professional auditing services. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See Attachment D to be provided with the proposal)

Please find Reference form (Attachment D) attached to the required forms and attachments section.

4.3.1.10 Litigation: The Proposer must include within its proposal a statement of any current or prior litigation or regulatory action filed or pending against the Proposer) within the last three (3) years. If any such litigation or regulatory action has been filed, the Proposer shall state and describe the litigation or regulatory action filed; identify the court or agency before which the litigation or regulatory action was instituted; the applicable case or file number; and the status or disposition of each such reported litigation or regulatory action. If no litigation or regulatory action has been filed against the Proposer), it provide a statement to that effect within its proposal. For joint venture or team Proposers, the above requested information shall be provided within the Proposal for each member of the joint venture or proposal team.

SDA is not involved in litigation or regulatory actions and is not aware of any actions that may be pending, nor has it been involved in any litigation or regulatory action filed within the last three (3) years.

SCOPE OF SERVICES

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Awardee shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment, and total cost for the assignment, which includes the hourly cost as provided in section 4.3.3 of this RFP. The Letter of Engagement outlines the agreed-upon procedures and scope of work and must be signed by the Chief Auditor and Awardee(s) prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.	✓		
4.3.2.2	Awardee(s) shall provide construction, operational and information technology auditing services in accordance with Government Auditing Standards.	✓		
4.3.2.3	Awardee(s) shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.	✓		
4.3.2.4	Awardee(s) shall provide operational auditing services for business/service departments in accordance with Government Auditing Standards.	✓		
4.3.2.5	Awardee(s) shall provide special analyses, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.	✓		
4.3.2.6	Awardee(s) shall provide forensic auditing services in accordance with Governmental Auditing Standards and/or American Institute of CPAs.	✓		

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.7	Each recommended Proposer agrees to all terms and conditions of SBBC's <u>Sample Agreement</u> as stated in Attachment H . Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and with no exceptions and any proposal that fails to completely accept these conditions shall be rejected. Also, any deviations to the scope of work stated above are subject to approval by the Evaluation Committee and may be negotiated with Proposer. Read the Required Response Form, Section 1.0 (Proposal Certification) regarding acceptance of all terms and conditions of the RFP.	✓		

COST OF SERVICES

4.3.3 Cost of Services

Item	Job Title	*Estimated Qty	U/M	Unit Price	Total Cost
1.	Partner/Principal Consultant	25	hours	275	6,875.00
2.	Senior Manager/Manager	90	hours	245	22,050.00
3.	Senior Auditor	200	hours	180	36,000.00
4.	Staff Auditor	100	hours	125	12,500.00
				TOTAL COST	77,425.00

An escalator of 3% is being requested for each renewal year



SUPPLIER DIVERSITY OUTREACH PROGRAM

4.3.4 Supplier Diversity Outreach Program Participation

S. Davis & Associates, P. A. is certified as a S/MBE of the School Board of Broward County.



INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				01/26/2024			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER STANDARD LINES BROKERAGE/PHS 21229071 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251			CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#				
INSURED S. DAVIS & ASSOCIATES 2521 HOLLYWOOD BLVD HOLLYWOOD FL 33020-6606			INSURER A: Sentinel Insurance Company Ltd. 11000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			21 SBM BW1205	02/24/2024	02/24/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21 SBM BW1205	02/24/2024	02/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			21 SBM BW1205	02/24/2024	02/24/2025	Each Claim Limit \$10,000 Aggregate Limit \$10,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Those usual to the Insured's Operations.							
CERTIFICATE HOLDER For Informational Purposes 2521 HOLLYWOOD BLVD HOLLYWOOD FL 33020-6606				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan C. Castaneda</i>			

000006 5/20



ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brunswick Companies 5309 Transportation Boulevard Cleveland, OH 44125	CONTACT NAME Janette Blak, CPCU CIC AAI
	PHONE (A/C No. Ext): (330) 864-8800 FAX (A/C No.): (330) 864-8661 E-MAIL ADDRESS: jblak@brunswickcompa ns.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Insurance Companies	NAIC #
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accountants Professional Liability Claims Made Coverage Form Prior Acts Date: 7/16/2009			LHW9627700 12	7/16/2023	7/16/2024	Per Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATION PURPOSES ONLY S. Davis & Associates PA 2521 Hollywood Boulevard Hollywood, FL 33020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---	---

ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932		CONTACT NAME: PHONE (800) 524-7024 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Hartford Fire and Its P&C Affiliates	
		00914	
INSURED S. DAVIS & ASSOCIATES 2521 HOLLYWOOD BLVD HOLLYWOOD FL 33020-6606		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	76 WEG LY6101	10/13/2023	10/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER S. DAVIS & ASSOCIATES 2521 HOLLYWOOD BLVD HOLLYWOOD FL 33020-6606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ATTACHMENTS

A – ATTACHMENT A – S/M/WBE FORMS

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 38 of 60 Pages

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

The following forms are due (if applicable) at the time of RFP submittal:

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #: RFP25-001

SOLICITATION TITLE: Professional Auditing Services

NOTE TO BIDDERS:

All Bidders/Proposers must complete Document 00471 at the time of Bid submission (See **Attachment A**)

INSTRUCTIONS: The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The SBBC requires documentation to affirm the Bidder/Proposer is a District Certified Emerging Small, Veteran, or Women Owned Business Enterprise (ESVMWBE). EDDC's ESVMWBE Certificate must be submitted with proposal/Bid submission.

COMPANY NAME: S. Davis & Associates, P.A.

NAME OF BIDDER/PROPOSER Shaun M. Davis

1. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes No
2. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified ESVMWBE? Check Mark Appropriate Box: Yes No

If YES to Question #2 Please complete and submit Documents 00470 and 00475.

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**. Link to download:
<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf>

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**.
Link to download:
<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf>

Name/Title: Shaun M. Davis, Managing Partner

Signature:  Date: 04/05/2024

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Sunrise, FL 33351 • (754) 321-1517 www.BrowardSchools.com/SDOP

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

ATTACHMENTS

B – CONFLICT OF INTEREST

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 41 of 60 Pages

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP proposal, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112 – Public Officers and Employees: General Provisions, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.



Signature

Shaun M. Davis

Printed Name of Official

S. Davis & Associates, P.A.

Company Name

2521 Hollywood Boulevard

Business Address

Hollywood, Florida 33020

City, State, Zip Code

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

ATTACHMENTS

C – CERTIFICATE OF DEBARMENT FORM

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 42 of 60 Pages

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

S. Davis & Associates, P.A.

Organization Name

Shaun M. Davis, Managing Partner

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

04/05/2024

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENTS

D – REFERENCES

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 44 of 60 Pages

ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: S. Davis & Associates, P.A.

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:	City of Miramar		
Contact Person:	Kevin Adderley		
Contact's Email:	keadderley@miramarfl.gov		
Contact's Phone:	(954) 602-3049	Date(s) of Service:	2017 to current
Scope of Work:	Financial Statement Audits, Financial Statement Preparation and Internal Audit		

REFERENCE 2			
Name of Firm:	Miami-Dade County Public Schools		
Contact Person:	Jon Goodman		
Contact's Email:	JGoodman@dadeschools.net		
Contact's Phone:	(305) 995-1323	Date(s) of Service:	2018 - 2019
Scope of Work:	Performance and Special-purpose Audits		

REFERENCE 3			
Name of Firm:	Broward County Aviation Department		
Contact Person:	Kirsten Ruus		
Contact's Email:	Kruus@broward.org		
Contact's Phone:	(954) 359-6120	Date(s) of Service:	November 2023 - February 2024
Scope of Work:			

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

ATTACHMENTS

Letters of Reference



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

March 21, 2024

**RE: RFP25-001 PROFESSIONAL AUDITING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY**

To Whom It May Concern:

Based on the outstanding and exemplary service provided to the Broward County Aviation Department, I am pleased to provide a reference for S. Davis & Associates, P.A., certified public accountants and consultants.

The members of the team assigned to us were very knowledgeable, possessed outstanding experience and skills, displayed professionalism, and greatly assisted us to meet stated goals. If an opportunity arises, I would welcome them back.

I strongly recommend them.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kirsten Ruus".

Kirsten Ruus, CPA, CMA
Director of Finance
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Phone: 954-359-6120

ATTACHMENTS



March 27, 2024

City of Miramar
An Equal Opportunity Employer

**RE: RFP25-001 PROFESSIONAL AUDITING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY**

To Whom It May Concern:

The firm of S. Davis & Associates, P.A. has been the internal auditors for the City of Miramar since 2017 and audited the City's pension plans since 2018. I have had the pleasure of working with them for the last four years. The members of the firm with whom I work are very knowledgeable and proficient in the operations of government and special district, financial and other types of audits.

They conduct audits in an efficient and timely manner. Team member assigned to each engagement have the proper experience and skills for the work and are very professional when conducting audits.

I strongly recommend them for any for the above referenced RFP.

If there are any questions, please do not hesitate to contact me via phone (954)-602-3050 or email keadderley@miramarfl.gov.

Sincerely,

DocuSigned by:

81F1DE01424D42F...

Kevin E. Adderley, CPA
Director of Financial Services

Financial Services
2300 Civic Center Place
Miramar, FL 33025

Phone (954) 602-3050
FAX (954) 602-3696

ATTACHMENTS

E – Workers' Compensation Affidavit

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. RFP25-001
Page 45 of 60 Pages

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

(Complete only if your firm has less than four (4) employees)

S. Davis & Associates, P.A. (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: 

Print/Type Name: Shaun M. Davis

Title: Managing Partner

Sworn to and subscribed before me this 5th day of April, 2024.

Notary Public Signed: 

Notary Public Print: JOY CHAMBERS NICHOLAS

Notary Stamp Below:



Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

ATTACHMENTS

F – DRUG-FREE WORKPLACE FORM

Bid Title: Professional Auditing Services
The School Board of Broward County, Florida

RFP No. FY25-001
Page 46 of 60 Pages

ATTACHMENT F – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

By Shaun M. Davis, Managing Partner
(Print individual's name and title)

for S. Davis & Associates, P.A.
(Print name of entity submitting sworn statement)

whose business address is 2521 Hollywood Boulevard
Hollywood, Florida 33020

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0719690
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this 5th day of April, 2024.

Personally known

or

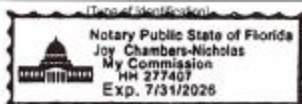
Produced Identification

Notary Public State of: FLORIDA

My commission expires: 7/31/2026

JOY CHAMBERS NICHOLAS
(Printed, typed, or stamped commissioned name of notary public)

[Signature]
(Notary Public Signature)



ATTACHMENTS

G – W-9 FORM

<p>Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give form to the requester. Do not send to the IRS.</p>		
<p>Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.</p>				
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name of entity/individual. An entry is required. For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.</p> <p>S. Davis & Associates, P.A.</p> <p>2 Business name/disregarded entity name, if different from above.</p>			
<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>		
<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>				
<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>2521 Hollywood Boulevard</p>		<p>Requester's name and address (optional)</p>		
<p>6 City, state, and ZIP code</p> <p>Hollywood, Florida 33020</p>				
<p>7 List account number(s) here (optional)</p>				
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>				
		<p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">[] [] [] - [] [] [] - [] [] [] []</td> </tr> </table> <p>or</p> <p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">6 5 - 0 7 1 9 6 9 0</td> </tr> </table>	[] [] [] - [] [] [] - [] [] [] []	6 5 - 0 7 1 9 6 9 0
[] [] [] - [] [] [] - [] [] [] []				
6 5 - 0 7 1 9 6 9 0				
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>				
<p>Sign Here</p>	<p>Signature of U.S. person </p>	<p>Date 4/5/24</p>		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>What's New</p> <p>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.</p>				
<p>New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they</p>				
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 3-2024)</p>		



February 16, 2024

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): RFP25-001 – Professional Auditing Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Professional Auditing Services**. Any questions regarding this RFP should be addressed to **Ms. Belinda Defoor** in writing via e-mail to Belinda.defoor@browardschools.com. **Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.**

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <https://www.browardschools.com/Page/58686>

• **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) beginning at 9:00 am. Representatives from all interested companies are encouraged to attend. (See Section 3.3)

• **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

• **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0 SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

• **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.

• **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 - Statement of "No Response"** and return via e-mail to Belinda.defoor@browardschools.com. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please email me at the email address stated above.

Ms. Belinda Defoor
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP25-001

Professional Auditing Services



RFP Release Date:	SEE SECTION 2.0 - CALENDAR
Non-Mandatory Proposer's Conference	SEE SECTION 2.0 - CALENDAR Section 3.3
Written Questions Due:	On or Before 5:00 p.m. ET SEE SECTION 2.0 - CALENDAR in Procurement & Warehousing Services Department
Proposals Due: *	On or Before 2:00 p.m. ET SEE SECTION 2.0 - CALENDAR in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

**These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes items and are completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form	5	<input type="checkbox"/>	
2	Section 4.2.1 – Minimum Eligibility – Response Required – Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7	11-12	<input type="checkbox"/>	
3	Section 4.3.2, Scope of Work – Provide your firm's ability to comply with each item.	15-16	<input type="checkbox"/>	
4	Attachment A: SDOP Forms, if applicable	38	<input type="checkbox"/>	
5	Attachment B: Conflict of Interest Form	41	<input type="checkbox"/>	
6	Attachment C – Certificate of Debarment Form	41	<input type="checkbox"/>	
7	Attachment D - References	44	<input type="checkbox"/>	
8	Attachment F – Drug-Free Workplace Form	46	<input type="checkbox"/>	
9	Attachment G – W-9 Form	47	<input type="checkbox"/>	

TABLE OF CONTENTS

SECTION 1.0	REQUIRED RESPONSE FORM.....	5
SECTION 2.0	CALENDAR.....	6
SECTION 3.0	INTRODUCTION AND GENERAL INFORMATION	7
SECTION 4.0	INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL.....	11
SECTION 5.0	EVALUATION OF PROPOSALS.....	24
SECTION 6.0	SPECIAL CONDITIONS.....	27
SECTION 7.0	GENERAL CONDITIONS.....	31
SECTION 8.0	FORMS AND ATTACHMENTS.....	37
SECTION 9.0	STATEMENT OF "NO RESPONSE".....	60
ATTACHMENT A		
	SMALL / MINORITY / WOMEN BUSINESS ENTERPRISE (S/M/WBE) SUBCONTRACTOR FORM(S).....	38
ATTACHMENT B		
	DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP	41
ATTACHMENT C		
	CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS	42
ATTACHMENT D		
	REFERENCES.....	44
ATTACHMENT E		
	WORKMAN'S COMPENSATION AFFIDAVIT	45
ATTACHMENT F		
	DRUG FREE WORKPLACE.....	46
ATTACHMENT G		
	W-9 FORM.....	47
ATTACHMENT H		
	SBBC SAMPLE AGREEMENT.....	48
ATTACHMENT I		
	MAILING LABEL.....	59

	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	REQUEST FOR PROPOSAL <h1 style="margin: 0;">(RFP)</h1>
---	--	--

DUE DATE: This proposal must be submitted to the Procurement & Warehousing Service Department , The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET): March 21, 2024 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.	RFP NO.: RFP25-001	RELEASE DATE: 2/16/2024	PURCHASING AGENT: Name: Ms. Belinda Defoor Email: Belinda.defoor@browardschools.com
RFP TITLE: PROFESSIONAL AUDITING SERVICES			

SECTION 1.0 – REQUIRED RESPONSE FORM
MUST BE COMPLETED BY ALL PROPOSERS

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.

Proposer's (Company) Name:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.		
"Doing Business As", if applicable:	<input type="checkbox"/> Check this box if the address is the same as stated on the left.		
Address:	Address:		
City:	City:		
State:	Zip:	State:	Zip:
Telephone Number:	Proposer's Taxpayer Identification Number:		
Contact Person:	Contact Telephone Number:		
Contact Person's Email Address			

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.**

Signature of Proposer's Authorized Representative	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.
THIS FORM MUST BE EITHER MANUALLY OR DIGITALLY SIGNED IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

SECTION 2.0 – CALENDAR

February 16, 2024	Release of RFP25-001
March 5, 2024	*Non-Mandatory Proposer's Conference (See Section 3.3) IN-PERSON Meeting will be held at 9:00 AM - ET Procurement & Warehousing Services Department. 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 VIRTUAL MEETING Join the meeting now Meeting ID: 284 423 672 975 Passcode: 5c2PA9 Or call in (audio only) +1754-216-1864 Phone Conference ID: +1 754-216-1864,,769409297#
March 8, 2024	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
March 21, 2024	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
April 2, 2024	*Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: IN-PERSON Meeting will be held at 9:00 AM - ET Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 VIRTUAL MEETING Join the meeting now Meeting ID: 257 838 840 579 Passcode: kDdKvj Or call in (audio only) +1754-216-1864 Phone Conference ID: +1 754-216-1864,,45316216# Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes.
April 4, 2024	Posting of Recommendation @ 3:00 PM on Demandstar.com and Procurement & Warehousing Services Department.

If you plan to hand-deliver your proposal, please arrive early enough to find a parking spot, walk to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. *Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

- 3.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive proposals for **Professional Auditing Services** from licensed public accounting firm(s) to assist the Office of the Chief Auditor with professional auditing services as described herein. The firm(s) may be requested to perform services, including but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational and compliance audits of business/service departments, internal fund/accounts/activities of schools, forensic audits, consulting services, special investigations, follow-up engagements and process reviews, as requested.

A multiple award will be made in order to establish a pool of qualified firms. The number of recommended vendors shall be determined by the Evaluation Committee (See Section 5.0). Prior to the initiation of each audit assignment, Awardee(s) shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment and total cost for the assignment. The Letter of Engagement, outlines the agreed upon procedures and scope of work, and must be signed by the Chief Auditor and Awardee(s), prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.

The Scope of Services provided by independent certified public accounting firms may include, but not be limited to, conducting progress payments, special payments, forensic and other facility-related audits which may consist of the following:

- Audit Consultants engaged by SBBC such as, architects, engineers, and construction managers;
- Audit Contractors, Design/Build Projects, Construction Management at Risk Projects, Joint Ventures and Turnkey Acquisition Program Developers engaged by SBBC; and
- Audit subcontractors and equipment suppliers to SBBC

Progress payment audits, for the purpose of this proposal, may consist of, but not be limited to:

- First payment audits; and
- Partial payment audits

Special payment audits, for the purposes of this proposal, may consist of, but not be limited to:

- Payments made pursuant to change orders and/or additional work;
- Final payments to consultants and prime contractors;
- Releases of retention on construction projects;
- Collection of reimbursable funds;
- Construction contract time extension requests;
- Liquidated damages claims;
- Construction Management at Risk pre-design and design phase fees; and
- Construction phase fees

Information technology audits and information systems and information security audits, for purposes of this proposal, may consist of, but is not limited to:

- General computer controls
- Application controls
- Penetration tests
- Intrusion tests
- Leading technology practices

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

Forensics audits services for the purpose of analyzing the books and records and policies, but not limited to:

- Investigation and research relating to questions regarding compliance with generally accepted accounting principles (GAAP).
- Factual investigation, including interviews and document reviews to determine compliance with all guidelines and requirements pertaining to all aspects of financial management as set forth by any federal program requirements, the State of Florida and District policies.
- Review of policies and procedures as they pertain to all aspects of the conduct and management, including but not limited to Financial Reporting, Conflict of Interest, Asset Misappropriation and Procurement.

Performance (Operational and Compliance) audit services for the purpose of the examination of evidence to provide an independent assessment of the performance and management of a program or function against objective criteria.

- May entail a broad or narrow scope of work, apply a variety of methodologies and involve various levels of analysis, research or evaluation.
- Summarized in a report with findings, conclusions and recommendations.
- May encompass a wide variety of objectives, including assessing program effectiveness and results, economy and efficiency, internal control, compliance with legal or other requirements or other analysis.
- Provide information to improve program operations and facilitate decision-making by parties with responsibility to oversee or initiate corrective actions and improve accountability.

SBBC reserves the right to increase the pool of awarded vendors, through a release of an additional solicitation, to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, or at any time, or for an emergency release, if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional Proposers will be approved and added to the pool of currently awarded vendors. Regardless of the year a Proposer is added to the pool of awarded vendors in relation to this RFP, all awards will be terminated at the end of the contracted services.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating in any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A**.

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Ms. Belinda Defoor, Procurement & Warehousing Services, via e-mail to Belinda.defoor@browardschools.com. Any questions that require a response that amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. (SEE SECTION 2.0 – CALENDAR) ET** of the date listed in Section 2.0 Calendar. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

- 3.3 **Non-Mandatory Proposer's Conference:** A Proposers' Conference will be held on **SEE CALENDAR SECTION 2.0**. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers. **PLEASE BRING A COPY OF THIS RFP AND YOUR QUESTIONS WITH YOU TO THE MEETING.**

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding M/WBE participation.

- 3.4 **Contract Term:**

(a) The purpose of this RFP is to establish a contract commencing on **July 1, 2024, or date of award, whichever is later, and continuing through June 30, 2027**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide the original contract term, as stated herein. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

- 3.5 **Price Adjustments:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 3.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

- 3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as “non-responsive”.**
- 3.8 **Evaluation & Award (continued)**
All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as “Committee”) based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation by the Procurement & Warehousing Services Department and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC’s Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. **The number of firms to be recommended is solely at the discretion of the Evaluation Committee.**

[THIS SECTION IS LEFT INTENTIONALLY BLANK]

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.
- 4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
 - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
 - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
 - 4.1.4 **Required Response Form:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
 - 4.1.5 **Other Names:** Identify any other or former name(s) under which the Proposer is currently operating under or under which it has previously operated.
 - 4.1.6 **Notice of Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC’s contract with the Awardee:

Awardee’s Representative for Notices:

Name/Title: _____
Mailing Address: _____
Email: _____

With a Copy To:

Name/Title: _____
Mailing Address: _____
Email: _____

- 4.2 **Minimum Eligibility Requirements:** SBBC’s Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2. Only those proposals that meet the Minimum eligibility requirements shall be submitted to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the proposal opening date. **Failure to provide or clearly state the information requested below will result in the rejection of the proposal as non-responsive and render it ineligible for award under this RFP.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in “this section” of your submitted proposal; do not place this information in any other section of your proposal.**

- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**
Failure to agree to the requirements of Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

- 4.2.2 Proposer must meet or exceed the requirements of Section 6.3, **Minimum Insurance Requirements**. Will your company meet or exceed the requirements as written in Section 6.3 for this contract? Yes No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**
- 4.2.3 Complete (execute), sign the document, and return with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**
- 4.2.4 Complete (execute), sign the document, and return with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**
- 4.2.5 Proposers must provide a statement indicating that their firm has performed continuous professional auditing services for the government sector for a **minimum of five (5) years**. Proof may be provided with letters of reference that state the term (years) of service(s) and the type of service(s) performed.
- 4.2.6 Proposer must provide a copy of the lead auditor's name and current (active) Certified Public Accounting (CPA) license that meets Section 473.308, Florida Statutes. **An expired or revoked license shall reject the entire proposal received.**
- 4.2.7 Proposer must provide a statement indicating that the firm is a licensed public accounting firm **certified by the State of Florida under Section 473.3101, Florida Statutes**. Proposer shall provide the current license number issued by the Florida Department of Business & Professional Regulation and is in good standing with this department.
- 4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the submitted proposals. Proposers are requested to respond in the format and organizational structure specified in this RFP, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that may be awarded for each section are stated in this RFP. Failure to respond or the provision of incomplete responses of the RFP evaluation criteria will result in zero or the reduced allocation of points for such evaluation criteria and may cause a proposal to be non-responsive and ineligible to an award under this RFP.
- 4.3.1 **Proposer's Experience & Qualifications – (Maximum 30 allowable points):**
- 4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.
- 4.3.1.2 **Business Information:** Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business, changes in ownership, bank references, and other information to verify financial responsibility.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **Evaluation Criteria – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer’s Experience & Qualifications (continued)**

4.3.1.2 **Business Information (continued):**

- A. Size of the organization. Show the personnel structure (flow chart) of your organization.
- B. The number of years in business.
- C. The number of years of experience providing professional auditing services.
- D. **Florida Businesses:** Designation of the legal entity by which the business operates and documentation from the appropriate state’s agency confirming the firm’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). Proposers who are required to be registered, if you are a Florida Vendor, with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screenshot of their “active” status. All registered Florida Proposers must have an “active” status in order to be eligible to do business with the School Board. Contractors doing business under a fictionous name, as provided on the Required Response Form, must submit their offer using the **company’s complete registered legal name**; Example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
- E. **Non-Florida Businesses:** Submit documentation from the state in which the business was formed, including their state’s document number and a screenshot of their “active” status.
- F. State complete Corporate address, phone number and contact name and email address. The number of years the company has been in business.
- G. State if your company is local, regional or national in scope. State the number of employees company-wide.
- H. State number of offices and number of employees located in the State of Florida. Provide the number of CPAs, accountants and other professional support staff, and other clerical/support staff are located in this location.

4.3.1.3 **Accounts:** State the number of total accounts that are serviced from this your office. How many of these accounts are Florida School Districts for the purpose of conducting financial auditing services? Name the Districts currently, and since 2016, that have been audited by this office, and indicate the year(s) audited and annual budget amount. List other Florida government entities audited by this office, including year(s) audited and the annual budget amount.

4.3.1.4 **Administration and Staff Qualifications:** Identify all members of the proposed auditing team that will service the School Board’s account and define the role of each member. Indicate the primary point of contact at the local office and for field inquiries. For each Team member indicate the following:

- 4.3.1.4.1 Experience in auditing Florida governmental entities, including position during engagement and dates;
- 4.3.1.4.2 Specific experience performing audit services including position during engagement, year(s), and tasks performed; and
- 4.3.1.4.3 Indicate which team member(s) will be in charge of an Audit. Note: Proposer will be evaluated based on the experience and qualifications of their entire stated team.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 Evaluation Criteria – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.1 Proposer’s Experience & Qualifications (continued)

4.3.1.5 **Staff Attrition Rate:** State the staff attrition rate for the office where the majority of the work for SBBC will be done.

4.3.1.6 **Disciplinary Action:** Describe any disciplinary action taken against your firm or any individual associated with the firm by the State of Florida Board of Accountancy within the last three (3) years.

4.3.1.7 **Completed Projects:** List at least three current or recently completed projects that best illustrate the experience of the firm. Projects shall be similar in size and scope to SBBC’s projects detailed in this solicitation (Florida School Districts preferred). Include the following for each:

- 4.3.1.7.1 Name and location of the engagement.
- 4.3.1.7.2 The nature of the firm’s responsibility for the engagement.
- 4.3.1.7.3 Name, address, telephone, and e-mail address for each project contact.
- 4.3.1.7.4 Date engagement was completed or is anticipated to be completed.
- 4.3.1.7.5 Size of engagement (project dollar value).
- 4.3.1.7.6 Description of services for which the firm’s staff was responsible.
- 4.3.1.7.7 Present status of the engagement.
- 4.3.1.7.8 The firm’s key professionals involved in the engagement and who of that staff would be assigned to the program covered by this RFP.

4.3.1.8 **Completed Audits:** List examples of at least three (3) audits completed by Proposer within the past five (5) years (2019-2024) that are similar to services being requested. Include a description of the audits undertaken and the methodology. Describe the specific services provided by this firm. **(Limit 3 Pages)**

4.3.1.9 **Approach:** Submit the overall approach and methodology plan for performing the audit including sampling techniques, analytical procedures, and the approach to information systems. **(Limit 1 Page)** Include anticipated dates of completion for audits.

4.3.1.9 **References:** Provide a minimum of three references, clients either past or current, for whom Proposer has provided professional auditing services. References shall include, at a minimum, the client and/or School District’s name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)

4.3.1.10 **Litigation:** The Proposer must include within its proposal a statement of any current or prior litigation or regulatory action filed or pending against the Proposer) within the last three (3) years. If any such litigation or regulatory action has been filed, the Proposer shall state and describe the litigation or regulatory action filed; identify the court or agency before which the litigation or regulatory action was instituted; the applicable case or file number; and the status or disposition of each such reported litigation or regulatory action. If no litigation or regulatory action has been filed against the Proposer), it provide a statement to that effect within its proposal. For joint venture or team Proposers, the above-requested information shall be provided within the Proposal for each member of the joint venture or proposal team.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS – (Maximum 35 allowable points): The scope of services & performance specifications listed are minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system. If Proposer leaves the response section(s) blank shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.

An inability or denial expressed in a proposal, or an omission in the proposal, to respond that the Proposer will fully comply, comply with or without deviations, cannot comply, or fail to meet the technical requirements of this section of the RFP may result in deductions in the points by the Evaluation Committee. Proposer must fully state any deviations to the Scope of Services & Performance Specification in this section of their proposal.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Awardee shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment, and total cost for the assignment, which includes the hourly cost as provided in section 4.3.3 of this RFP. The Letter of Engagement outlines the agreed-upon procedures and scope of work and must be signed by the Chief Auditor and Awardee(s) prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.			
4.3.2.2	Awardee(s) shall provide construction, operational and information technology auditing services in accordance with Government Auditing Standards.			
4.3.2.3	Awardee(s) shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.			
4.3.2.4	Awardee(s) shall provide operational auditing services for business/service departments in accordance with Government Auditing Standards.			
4.3.2.5	Awardee(s) shall provide special analyses, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.			
4.3.2.6	Awardee(s) shall provide forensic auditing services in accordance with Governmental Auditing Standards and/or American Institute of CPAs.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.7	<p>Each recommended Proposer agrees to all terms and conditions of <u>SBBC’s Sample Agreement</u> as stated in Attachment H.</p> <p>Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and with no exceptions and any proposal that fails to completely accept these conditions shall be rejected.</p> <p>Also, any deviations to the scope of work stated above are subject to approval by the Evaluation Committee and may be negotiated with Proposer. Read the Required Response Form, Section 1.0 (Proposal Certification) regarding acceptance of all terms and conditions of the RFP.</p>			

[THIS SECTION IS LEFT INTENTIONALLY BLANK]

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.3 Cost of Services – (Maximum 20 allowable points):

Proposer must complete and submit the below-listed matrix as originally stated; NO job title, quantity, or unit of measure changes shall be accepted. The formatted matrix shall be used to compare costs with other proposers and must be uniform in nature for comparison. This information is required in order to be considered for the award. The job titles below shall be awarded as a “Group” award and all job titles must be offered in order to be considered for award. **Failure to provide a cost for all job titles below shall result in disqualification of the entire proposal.**

Proposer’s costs are to be individually quoted as specified and **must include all travel and out-of-pocket costs (all-inclusive)**, in accordance with the terms, conditions, specifications and scope of services contained in this RFP. All costs submitted shall be firm for the term as stated in Section 3.4 of this RFP. The scoring for the Cost of Services will be based on the total cost for Items 1 through 4.

Item	Job Title	*Estimated Qty	U/M	Unit Price	Total Cost
1.	Partner/Principal Consultant	25	hours		
2.	Senior Manager/Manager	90	hours		
3.	Senior Auditor	200	hours		
4.	Staff Auditor	100	hours		
TOTAL COST					

*Note: Estimated quantity is only used for calculation purposes. The number of hours used per job description may be greater or less than the estimated quantity provided.

Awardee(s) may also provide during the term of this contract, a written quotation to SBBC for specialized consultant services which are not directly covered under this RFP but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and the cost of services which may be negotiated by SBBC with the consultant and Awardee.

Every other response will be given points proportionally in relation to the lowest total cost received. This point total will be calculated by dividing the lowest total cost by the next response received multiplied by the maximum points allotted for the Cost of Services as provided above. .

Example:
$$\frac{\text{Lowest Price Proposed}}{\text{Next Proposer's Price}} \times \text{Maximum Allotted Points} = \text{Assigned Score}$$

Example:
$$\frac{\$1,650.00}{\$2,000.00} (.825) \times 20 = 16.5 \text{ points}$$

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 20 allowable points):

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): SBBC has implemented School Board Policy 3330’s Supplier Diversity Outreach Program (SDOP). The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities and other contractual services, and any resulting contract documents including change orders, and amendments. SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.

SBBC is committed to ensuring inclusion of Emerging, Small, Veteran, Minority and Women-Owned businesses (ESVMWBEs) in all School Board Contracts. In accordance with Florida Statute 1001.41(1) & (2) and the School Board Policy 3330, SBBC requires that all solicitations are assigned an Affirmative Procurement Initiative (API). Proposals that result in contracts being awarded must fully participate in the Supplier Diversity Outreach Program. Compliance with the SDOP requirements is **mandatory**.

Nondiscrimination:

Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC’s Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Emerging, Small, Veteran, or Women Own Business Enterprises (ESVMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Emerging, Small, Veteran, Minority, Women-Owned Enterprise (ESVMWBE) ownership status by the EDDC’s Office at the time of the bid opening.

Important Points to Remember:

Please submit any ESVMWBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.

For Information on “How to become certified”, visit our website at www.browardschools.com/sdop

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has approved the following in the course of reaching a determination regarding which, Emerging Small, Veteran, Minority and Women Business Enterprise (ESVMWBE) industry-specific remedial programs shall be applied to this solicitation and resulting contracts:

The Affirmative Procurement Initiative (API) implemented in this solicitation is The Evaluation Preference for Prime Bidders.

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an Evaluation Preference For Prime Bidders. This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified ESVMWBE firm.

The Evaluation Preference for "Prime Bidders: The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation:

An Additional Five (5) Points (for a total of 20 points) to first-time EDDC Certified ESVMWBE Prime Bidder(s).

In Order to receive Preference Points, Document 00471, Bidder/Proposer Assurance Statement must be completed and submitted with Proposal (see Attachment A).

Visit www.browardschools.com/sdop for information on “How to become Certified” and to access the list of current SBBC certified firms.

The SBBC Supplier Diversity Outreach Program works to increase the participation of Emerging, Small, Veteran, Minority, and Women-Owned business enterprises. Per SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research.

[THIS SECTION IS LEFT INTENTIONALLY BLANK]

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA** – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)**

INDUSTRY CATEGORIES PER BOARD POLICY 3330:

In November 2022, Keen Independent Research (“KIR”) was commissioned to conduct a Disparity Study Update. The study aimed to determine if evidence demonstrated a disparity among ready, willing, and available (RWA) M/WBEs in construction, architecture & engineering, professional services, goods, and other services. The study period covered July 1, 2017, to June 30, 2022.

Based on statistical findings in the KIR Disparity Study Update, the utilization of qualified vendors as reflected by the percentage of contracts or purchase orders awarded, appear to be less inclusive than warranted, when compared to the RWA firms. The following race, ethnicity, and gender groups showed statistically significant disparity in the following business categories:

Business Categories	Race, Ethnicity & Gender
Construction	African American-Owned and Asian American-Owned
Architecture & Engineering	Women (White Woman-Owned)
Professional Services	Asian American-Owned
Goods	African American-Owned, Asian American-Owned, Hispanic American-Owned, and Women (White Woman-Owned)
Other services	African American-Owned, Asian American-Owned, Hispanic American-Owned, Native American-Owned, and Women (White Woman-Owned)

DEFINITIONS:

1. **Industry Categories** – procurement groupings for the SBBC inclusive of construction, professional services, other services, and goods (i.e., manufacturing, wholesale, and retail distribution of goods). This term may sometimes be referred to as “**business categories.**”
2. **Construction:** New construction, remodeling, renovations, leasing, lease- purchasing, day labor projects, additions to any educational building, or ancillary facility projects.
 - *The annual Aspirational Goal for M/WBE participation in SBBC construction contracts has initially been established at fifty percent (51%) MBE contract participation (10% African American, 5% Asian American, 35% Hispanic American, and .5% Native American) and three percent (3%) WBE based upon the industry availability estimates in accordance with the District’s 2023Disparity Study findings.*
3. **Architecture & Engineering:** Services within the scope of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION

- *The annual Aspirational Goal for MBE/WBE participation in SBBC architecture & engineering contracts has initially been established at thirty-eight percent (38%) MBE contract participation (2% African American, 5% Asian American, 31% Hispanic American) MBE contract participation and twenty percent (20%) WBE contract participation based upon the industry availability estimates in*
4. **Professional Services:** Services within the scope of accounting, advertising, and marketing, legal services, consulting, information technology, web development and design, software development, and user experience development. Professional services require specialized knowledge and skill, usually of a mental or intellectual nature, and often require a license, certification, or registration in connection with his or her professional employment practice.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC professional services contracts has initially been established at thirty-six percent (36%) MBE contract participation (5%) African American, (22%) Asian American, (9%) Hispanic American) MBE contract participation and twenty-nine percent (29%) WBE contract participation based upon the industry availability estimates in accordance with the District’s 2023KIR Disparity Study Update findings industry availability estimates in accordance with the School District’s 2023 KIR Disparity Study Update findings.*
5. **Other Services:** Services rendered by individuals and firms who are independent contractors, which may include evaluations, consultations, maintenance, security, management systems, management consulting, educational training programs, research and development studies, or reports on the findings of consultants engage there under, and professional, technical, and social services.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC other services contracts has initially been established at forty-five (45%) MBE contract participation (22%) African American, (1%) Asian American, (21%) Hispanic American, and (1%) Native American) contract participation and ten percent (10%) WBE contract participation based upon the industry availability estimates in accordance with the District’s 2023 KIR Disparity Study Update findings.*
6. **Goods: Supplies,** materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with less than 5,000 square feet of floor space, purchased, leased, or otherwise secured by contract.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC goods contracts has initially been established at fifty-six (56%) MBE contract participation (9%) African American, (4%) Asian American, (43%) Hispanic American) and eight percent (8%) WBE contract participation based upon the industry availability estimates in accordance with the School District’s 2023 KIR Disparity Study Update findings.*

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA** – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION**

Affirmative Procurement Initiatives (“API”) – refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of this Policy and the SDOP Standard Operating Procedures.)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, manage, and controlled by one or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by the SBBC. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its primary industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being “small” as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBE).

Minority Group Members – African Americans, Hispanic Americans, Asian Pacific Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

- **African Americans:** Persons with origins in any of the black racial groups of Africa.
- **Hispanic Americans:** Persons of; Mexican, Puerto Rican, Cuban, Dominican, or other Spanish or Portuguese culture or origin, regardless of race, or Central and South American origin.
- **Asian Americans:** Persons having origins in any of the original peoples of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.
- **Native Americans:** Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

In addition, for purposes of being a certified WBE that is eligible to benefit from race - and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises – a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and has average annual receipts under \$7.5 million and 100 employees or fewer and meets the significant business presence requirements as defined herein.

Emerging/Small/Minority/Veteran/Women Business Enterprise – any for-profit business firm certified as either emerging, small, minority, veteran and/or women-owned, controlled, and managed per the certification eligibility standards established herein.

Penalties and Sanctions: In the absence of a waiver granted by the EDDC or the self-performance of a portion or all of the ESVMWBE subcontractor. The failure of Prime Bidder/Proposer(s) to attain ESVMWBE participation in the performance of its contract or otherwise comply with the provisions of this API, shall be considered a material breach of contract, and constitute grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of Board Policy 3330, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension

The temporary stoppage of an S/M/WBE firm’s beneficial participation in the District’s SDOP for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Good Faith Effort: If the Proposer/Bidder is unable to meet the S/M/WBE Participation goals, on a project by project basis, the Proposer/Bidder must complete and submit a fully completed and executed Document Number 00485 - Good Faith Effort Form for that specific solicitation including all required supporting information. Refer to Document 00467 - SDOP Guidelines for more information.

Reporting Requirements: If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Emerging, Small, Veteran, Minority and Women Owned Business Enterprise (ESVMWBE) subcontractor listed in the original proposal submitted.

If you are an ESVMWBE Prime self-performing, monthly payments received must be reported through the SDOP Management System (SMS).

To Access the SMS: Your username is your email address. If you are (ESVMWBE) certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **Evaluation Committee:** The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate and score all proposals received, that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, to the following criteria and Section 5.3, the Evaluation Process:

CATEGORY	MAXIMUM POINTS
A. Proposer’s Experience & Qualifications (Section 4.3.1)	30
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
An additional 5 points will be given to a first-time EDDC Certified ESVMWBE Prime Bidder	5
TOTAL	105

Note: Evaluation points for “Category D” shall be provided by the EDDC Department.

The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation: An Additional Five (5) Points (for a total of 20 points) to first time EDDC Certified ESVMWBE Prime Bidder(s).

5.2 **Technicalities:** Failure to respond, provide detailed information, or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.3 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member’s points (only for sections evaluated (scored) by the Committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC’s Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.1 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience and the scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer’s Experience & Qualifications (Category A above) in accordance with Section 4.3.1 and Scope of Work. in accordance with section 4.3.2 . All scores for steps 2, 3 and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC’s Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 5.2.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 43.4 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee through the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer.** Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time; or to proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or has reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC and must be stated on record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and does not determine the actual award. The Committee determines the recommendation for award of the RFP.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

- 5.7 **Award:** The number of individuals/firms to be recommended for award is solely at the discretion of the Committee. If a multiple award is recommended, the Proposer's score must be **65 points** or higher in order to be considered for an award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment H**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service or minimum dollar revenue to be received under this contract.**

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 6.0 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received **on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR** at the following address in order to be considered. Please utilize **Attachment I - Mailing Label**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: FY25-001 – Professional Auditing Services

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as “original”)** will constitute the original governing documents. **The electronic version in PDF on a Flash Drive must be IDENTICAL to the original proposal.** The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), **must be fully executed** and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

- 6.2 **Joint Ventures:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, presiding over other Proposers participating or presenting at SBBC meetings, oversee the preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

- 6.3 **Minimum Insurance Requirements: (Refer to Section 4.2 of the RFP)**

The Minimum Insurance Requirements of this RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions in its entirety will be rejected as "non-responsive".

- 6.3.1 **General Liability:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **Professional Liability/Errors & Omissions:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **Workers' Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment E) and submit with the proposal, if applicable.**
- 6.3.4 **Auto Liability:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

SECTION 6.0 – SPECIAL CONDITIONS (continued)

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition.

- 6.3.5 **Acceptability of Insurance Carriers:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody’s Investor Service.
- 6.3.6 **Verification of Coverage:** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**
- 6.3.7 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
 - c. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**
- 6.3.8 **Cancellation of Insurance:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions:**

- 6.4.1 Awardee’s and Sub-Contractor’s records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor’s files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC’s agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions (continued):**

- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee(s) will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee(s) as well as the overpayments by SBBC.

6.5 **W-9 Form:** All Proposers are requested to complete their W-9, (see **Attachment G**), and submit with their proposal.

6.6 **Florida Bidder's Preference:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **Acceptance and Rejection of Proposals:**

- 6.7.1 **Acceptance:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.
- 6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.7.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.7.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).
- 6.7.3.3 Failure to respond to all subsections within the RFP.
- 6.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.7 Acceptance and Rejection of Proposals (continued):

- 6.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.8 **Vendor Registration:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

6.9 **ACH Payments:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with RFP requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

6.10 **Policy 4001.1 Nondiscrimination Statement:** SBBC prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. SBBC also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

6.11 **Clarification of Sections 6.3, 7.1 and 4.2.1 of the RFP: Special Condition 6.3 – Minimum Insurance Requirements and General Condition 7.1 – Liability (Indemnification).** This statement is to provide clarification regarding this section of the RFP and also on the sample Agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation or have exceptions and any proposal that fails to completely accept these conditions shall be rejected and their proposal considered "non-responsive."**

If a Proposer check-marks or indicates, for example, in Section 4.2.1 (Minimum Eligibility Requirements) that they agree with this Liability/Indemnification and then provides an exception(s) to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

SECTION 7.0 – GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" (Section 1.0) must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.
It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on the date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected.** Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP. Information. If necessary, an Addendum will be issued. (See Section 3.3 of the RFP)
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered for award. (Section 2.0 - Calendar)
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract. (Section 3.4 of the RFP)
- 7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.
- An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**
- 7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of thirty (30) days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.browardschools.com/Page/58686>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:
<https://www.browardschools.com/Page/40551>
- Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS: The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (Section 7.0)

7.43 CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 NONCONFORMANCE TO CONTRACT CONDITIONS: Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) Cancellation and default of contract;
- b) For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
- c) All departments being advised not to do business with vendor.

7.45 CONE OF SILENCE: Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 TERMINATION: This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award

- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.51 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.
- 7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
 - The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.
- 7.55 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The School Board of Broward County, Florida, M/WBE certified vendor;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low bid vendors invited to be present as witnesses.
- Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.
- 7.56 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*
- 7.57 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.
- 7.58 **GRATUITIES:** Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.
- 7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer

7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

- a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall 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's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.64 **DEFAULT:** The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

The following forms are due (if applicable) at the time of RFP submittal:

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #: RFP25-001

SOLICITATION TITLE: Professional Auditing Services

NOTE TO BIDDERS:

All Bidders/Proposers must complete Document 00471 at the time of Bid submission (See Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The SBBC requires documentation to affirm the Bidder/Proposer is a District Certified Emerging Small, Veteran, or Women Owned Business Enterprise (ESVMWBE). EDDC’s ESVMWBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes No
2. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified ESVMWBE?
Check Mark Appropriate Box: Yes No

If YES to Question #2 Please complete and submit Documents 00470 and 00475.

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**. Link to download:
<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf>

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
Link to download:
<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf>

Name/Title: _____

Signature: _____ Date: _____

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd, Sunrise, FL 33351 ▪ (754) 321-1517 www.BrowardSchools.com/SDOP

ATTACHMENT A – S/M/WBE FORMS

Doc. 00467 – SDOP Guidelines

Document Link:

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20Guidelines.pdf>

ATTACHMENT A

**The School Board of Broward County, Florida
Economic Development & Diversity Compliance
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tri-county marketplace.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.

ATTACHMENT A – S/M/WBE FORMS

Monthly Utilization Report:

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization%20Report_MUR_020222.pdf



Economic Development & Diversity Compliance

MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

If awarded, the awardee shall login to the [SDOP Management System \(SMS\)](#) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self-performing, monthly payments received must be reported through the [SDOP Management System \(SMS\)](#).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the [certification webpage](#).

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP proposal, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112 – Public Officers and Employees: General Provisions, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

_____	_____
Signature	Printed Name of Official

Company Name	

Business Address	

City, State, Zip Code	

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT E – WORKERS’ COMPENSATION AFFIDAVIT

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
WORKERS’ COMPENSATION AFFIDAVIT**

CERTIFICATION OF NUMBER OF EMPLOYEES
(Complete only if your firm has less than four (4) employees)

_____ (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT F – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

By _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Vendor Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known

Notary Public State of: _____

or

My commission expires: _____

Produced Identification

(Type of Identification)

(Printed, typed, or stamped commissioned name of notary public)

(Notary Public Signature)

ATTACHMENT G – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ATTACHMENT H – SBBC SAMPLE AGREEMENT
FOR VIEWING PURPOSES ONLY**

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT EXACT LEGAL NAME OF OTHER PARTY
(hereinafter referred to as “VENDOR”),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-001 - Professional Auditing Services (hereinafter "RFP"); dated _____ and amended by Addendum No. 1, dated _____ all of which are incorporated by reference herein, for the purpose of receiving proposals for construction, operational and information technology auditing services; and

WHEREAS, VENDOR offered a proposal dated _____ (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR shall provide professional auditing services to assist the Office of the Chief Auditor which will include, but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational audits of business/service departments, internal fund/accounts/activities of schools, and process reviews, as requested.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1-RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.**

(a) The term of this Agreement commences on _____ (“Effective Date”) and concludes on _____ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

(b) When a subsequent Agreement award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend any Agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by SBBC.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified below:

(a) VENDOR shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment and total cost for the assignment which include the hourly cost as provided in section 2.04 of this Agreement. The Letter of Engagement, outline the agreed upon procedures and scope of work, must be signed by the Chief Auditor and Awardee(s), prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.

(b) VENDOR shall provide professional auditing services in accordance with Government Auditing Standards.

(c) VENDOR shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.

(d) VENDOR shall provide operational auditing services for business/service departments in accordance with Government Auditing Standards.

(e) VENDOR shall provide special analyses, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.

2.03 **Priority Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 1, then;
- Third: RFP FY25-001 – Professional Auditing Services, then;
- Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment.**

(a) Cost. The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement and the hourly cost provided below shall include all travel and out-of-pocket expenses (all-inclusive) and are as follows:

- 1) **Partner/Principal Consultant** \$ _____/hour
(spell out dollar amount here – i.e. Two Hundred Dollars and 00/100 Cents)
- 2) **Senior Manager/Manager** \$ _____/hour
(same as above)
- 3) **Senior Auditor** \$ _____/hour
(same as above)
- 4) **Staff Auditor** \$ _____/hour
(same as above)

(b) **VENDOR** may also provide during the term of this Agreement, a written quotation to SBBC for specialized consultant services which are not directly covered under this Agreement but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and cost of services which may be negotiated by SBBC with the consultant and **VENDOR**.

(c) **Payment.** **VENDOR** shall submit a proper and appropriate invoice together with all required documentation to the Office of the Chief Auditor, The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. SBBC will pay **VENDOR**'s proper and appropriate invoice within thirty (30) calendar days of the date of same invoice.

(d) The costs within **VENDOR**'s invoices shall not exceed the total amount as stated on the Purchase Order(s) issued. **VENDOR** may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. **VENDOR** may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

There are no Disclosure of Education or Employee Records for this Agreement and clauses can be omitted.

2.05 Inspection of VENDOR's Records by SBBC. **VENDOR** shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All **VENDOR**'s applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of **VENDOR** directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to **VENDOR**'s records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to **VENDOR** pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide **VENDOR** reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have reasonable access to **VENDOR**'s facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by **VENDOR** to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any **VENDOR**'s claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by **VENDOR** in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by **VENDOR**. If the audit discloses

billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Auditor
Office of the Chief Auditor
The School Board of Broward County, Florida
600 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

To VENDOR: [Insert Name Provided by Other Party](#)
[Insert Address Provided by Other Party](#)

With a Copy to: [Insert Name Provided by Other Party](#)
[Insert Address Provided by Other Party](#)

2.07 E-Verify. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.08 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR.** VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall have and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits of not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than \$1,000,000 per occurrence covering any services provided under this Agreement.

(c) **Workers' Compensation.** In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.13 Annual Appropriation. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and

SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.16 **Incorporation by Reference.** Exhibit[s] [Insert appropriate Exhibit letters or numbers](#) attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.


3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT I – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Vendor's Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Ms. Belinda Defoor
Bid # RFP25-001
Professional Auditing Services

SECTION 9.0 – STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No Response” Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name: _____

Contact: _____

Telephone: _____

Email: _____

<input checked="" type="checkbox"/> Reason(s) for “No Response”:
<input type="checkbox"/> Unable to comply with product or service specifications.
<input type="checkbox"/> Unable to comply with scope of work.
<input type="checkbox"/> Unable to quote on all items in the group.
<input type="checkbox"/> Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/> Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/> Our schedule would not permit us to perform.
<input type="checkbox"/> Unable to meet delivery requirements.
<input type="checkbox"/> Unable to meet bond requirements.
<input type="checkbox"/> Unable to meet insurance requirements.
<input type="checkbox"/> Other (Specify below)

Comments:

Signature: _____ Date: _____

END OF RFP