

**AGREEMENT FOR PROFESSIONAL AUDITING SERVICES  
BETWEEN THE CITY OF FORT LAUDERDALE AND  
CARR, RIGGS & INGRAM, LLC**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 401 SE 21st Street, Fort Lauderdale, Florida 33316, and **Carr, Riggs & Ingram, LLC**, a Florida Limited Liability Company, ("Contractor" or "Quadiant"), whose principal address is **901 Boll Weevil Circle, Suite 200, Enterprise, Alabama 36330, Phone: 321-426-3026, Email: [rbroline@CRLadv.com](mailto:rbroline@CRLadv.com)**.

WHEREAS, Subsection 2-181(f)(5)b. of the Code of Ordinances of the City of Fort Lauderdale, Florida, provides:

The city may purchase from (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the city, if the chief procurement officer determines that it is practicable and advantageous for the city to employ this method of procurement. If such other governmental or public entity contract is utilized, the public notice requirements and the need to use the methods of selection processes included in this article and the Procurement Manual are obviated;

and

WHEREAS, the City and the Contractor wish to enter into an agreement for **Professional Auditing Services** based on an agreement between the Contractor and **The School Board of Broward County, Florida (SBBC)**.

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City professional auditing services examining construction services to the Swimming International Hall of Fame, in accordance with the **SBBC RFP Contract No. 25-001** ("Master Agreement"), at or below the prices, and pursuant to the terms set forth therein. The terms of the Master Agreement are attached hereto and incorporated herein as Exhibit "A".

2. Except with regard to the bidding process, the term "SBBC" as set forth in the Master Agreement, where context permits and in the City's sole opinion, means the City.

3. The term of this Agreement shall be coterminous with the Master Agreement, including any extensions of the SBBC Agreement, with expiration date of June 30, 2027.

4. Notice to the City shall be as follows:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Ste. 2100  
Fort Lauderdale, FL 33316

With a copy to:

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Ste. 1320  
Fort Lauderdale, Florida 33301

Notice to the Contractor shall be as follows:

Rob Broline, Partner  
Carr, Riggs & Ingram, LLC  
7506 Lynx Way, Suite 201  
Melbourne, Florida 32940

5. The City's General Conditions for Piggyback and Cooperative Contracts and Insurance Requirements are attached hereto as composite "Exhibit B" and incorporated herein.

6. In the event of a conflict between or among the contract documents, the following priority is established:

- A First, this Agreement for Professional Auditing Services; then
- B. Second, Exhibit A; then
- C. Third, Master Agreement, including any documents incorporated by reference therein (**Exhibit B**), except that the following sections of Exhibit A are rejected and deleted:
  - i. 2.04 SBCC Disclosure of Education Records.
  - ii. 2.05 VENDOR Safeguarding Confidentiality of Education Records.
  - iii. 2.12 Background Screening
- D. Any terms added to a Purchase Order issued pursuant to this Agreement.

7. Subsection 2.03 (d) Cost of Services. of the Master Agreement is amended to provide as follows:

VENDOR shall submit a proper and appropriate invoice together with all required documentation to the City Auditor's Office, City of Fort Lauderdale, Florida, 101 NE 3rd Ave, Suite 1400, Fort Lauderdale, FL 33301 and a copy emailed to [AcctsPayable@fortlauderdale.gov](mailto:AcctsPayable@fortlauderdale.gov).

8. Section 2.06 SBBC Disclosure of Employee Records, Security Records, and/or Proprietary Records. of the Master Agreement is amended to provide as follows:

VENDOR will be provided with all necessary records, including any relevant employee records, for the following purposes: To provide professional auditing services for the City, 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 department, internal fund/accounts/activities of the Swimming International Hall of Fame, and process reviews

9. Subsection 2.07 (e) VENDOR Safeguarding the Confidentiality of Employee Records, Security Records, and/or Proprietary Records. of the Master Agreement is amended to provide as follows:

notify the City immediately upon discovery of a breach of confidentiality of employee records, security records, and/or privacy records by telephone at 954-828-5555 (IT Help Desk) and email IT Security at [ITSecurity@fortlauderdale.gov](mailto:ITSecurity@fortlauderdale.gov); 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,

10. Section 3.19 Agreement Administration. of the Master Agreement is amended to provide as follows:

The City has delegated authority to the City Auditor or his/her designee to take any actions necessary to implement and administer this Agreement.

11. The Contractor shall not engage the services of any independent contractor or subcontractor in the performance of any services pursuant to this Agreement.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

**CITY**

**ATTEST:**

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Rickelle Williams, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form and correctness:

By: \_\_\_\_\_  
Gabrielle Bush  
Assistant City Attorney



**CONTRACTOR**

WITNESSES:

**CARR, RIGGS & INGRAM, LLC**, a Florida Limited Liability Company

Angella M. Miles  
Signature  
Angella M. Miles  
Print Name

By: Jennifer Christensen  
Jennifer Christensen, Managing Member

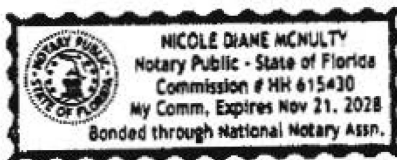
Michelle Flanagan  
Signature  
Michelle Flanagan  
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF ORANGE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of JUNE, 2025, by **Jennifer Christensen** as **Managing Member** for **Carr, Riggs & Ingram, LLC**, a Florida Limited Liability Company.

(SEAL)



Nicole McNulty  
(Signature of Notary Public, State of FLORIDA)

NICOLE McNULTY  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## **EXHIBIT A INSURANCE REQUIREMENTS**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
  - \$1,000,000 each occurrence and \$1,000,000 aggregate for Products and Completed Operations
- Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### Professional Liability/Errors & Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
c/o Procurement Division  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

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[GENERAL CONDITIONS FOLLOW]

**EXHIBIT B**  
**CITY OF FORT LAUDERDALE**  
**GENERAL CONDITIONS FOR PIGGYBACK AND CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

**PART I CONDITIONS:**

1.01 DELIVERY: Time will be of the essence for any orders placed as a result of this agreement. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Prompt Payment Act.

1.04 DEBARRED OR SUSPENDED CONTRACTORS: The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

**Part II TAXES:**

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

**PART III BONDS AND INSURANCE:**

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and have a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change, or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

#### PART IV PURCHASE ORDER AND AGREEMENT TERMS:

4.01 PURCHASE ORDER REQUIREMENTS: All purchases made pursuant to this Agreement shall be initiated through a purchase order. Each purchase order must specifically reference and incorporate this Agreement by including substantially the following statement: "This Purchase Order is entered into pursuant to and governed by the terms and conditions of the Agreement for Mail Processing Equipment between the City of Fort Lauderdale and Carr, Riggs & Ingram, LLC, dated [Date this Agreement is Fully Executed]." Any additional terms or conditions included in or referenced by the purchase order shall be subordinate to the terms and conditions of this Agreement, except those terms given priority as provided for in the Master Agreement. In the event of any conflict between the terms of the purchase order and this Agreement, the terms of this Agreement shall prevail.

4.02 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Agreement specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement shall remain the property of the Contractor until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications

will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.04 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.05 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors. No changes, amendments, modification, cancellations or discharge of this Agreement or any part hereof shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

4.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the

City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this Agreement. The Contractor shall retain all books of account, reports, and records relating to this Agreement for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



4.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the Agreement occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The Agreement can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non- adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the Agreement to relieve Contractor of a legitimate obligation under the Agreement, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.19 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree

that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

#### 4.20 PUBLIC RECORDS:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.21 **WARRANTIES OF USAGE:** Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

4.22 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event of the loss of funds appropriated to City specifically dedicated to pay

Contractor for the Services, City may terminate without liability any Service or portion thereof upon thirty (30) days prior written notice to Contractor. Termination for this reason shall not relieve City of its obligation to pay any amounts due to Contractor up to the date of termination.

4.23 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

The company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

4.24 E-VERIFY: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

4.25 FOREIGN COUNTRIES OF CONCERN: As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

4.26 ANTI-HUMAN TRAFFICKING: As a condition precedent to the effectiveness of this Agreement, Contractor shall provide City with an affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

# MASTER AGREEMENT

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](mailto: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](mailto: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 – <b>Response Required</b> – 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      | <b>Attachment A:</b> SDOP Forms, if applicable   | 38                    | <input type="checkbox"/> |                               |
| 5      | <b>Attachment B:</b> Conflict of Interest Form   | 41                    | <input type="checkbox"/> |                               |
| 6      | <b>Attachment C</b> – Certificate of Debarment Form  | 41                    | <input type="checkbox"/> |                               |
| 7      | <b>Attachment D</b> - References   | 44                    | <input type="checkbox"/> |                               |
| 8      | <b>Attachment F</b> – Drug-Free Workplace Form   | 46                    | <input type="checkbox"/> |                               |
| 9      | <b>Attachment G</b> – W-9 Form   | 47                    | <input type="checkbox"/> |                               |

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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](mailto: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:

"Doing Business As", if applicable:

Address:

City:

State:

Zip:

Telephone Number:

**Contact Person:**

**Contact Person's  
Email Address**

**"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.

☐ Check this box if the address is the same as stated on the left.

Address:

City:

State:

Zip:

**Proposer's Taxpayer  
Identification Number:**

Contact Telephone Number:

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

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## 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 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](http://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.

|         | <b>Scope of Services &amp; Performance Specifications</b>   | <b>Yes, Can Fully Comply</b> | <b>Yes, but with Stated Deviations</b> | <b>No, Cannot Fully Comply</b> |
|---------|---|------------------------------|--|--------------------------------|
| 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 <b>Attachment H</b>.</p> <p><b>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.</b></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> |                       |                                 |                         |

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## 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. .

$$\begin{array}{lclclcl} \text{Example: } \frac{\text{Lowest Price Proposed}}{\text{Next Proposer's Price}} & \times & \text{Maximum Allotted Points} & = & \text{Assigned Score} \\ \\ \text{Example: } \frac{\$1,650.00}{\$2,000.00} & (.825) & \times & 20 & = & 16.5 \text{ points} \end{array}$$

## 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](http://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](http://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](http://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.

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## 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:

| <b>Business Categories</b> | <b>Race, Ethnicity &amp; Gender</b>   |
|----------------------------|---|
| 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              |
| <b>TOTAL</b>   | <b>105</b>     |

**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 17<sup>th</sup> 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.**

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## 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](http://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 3<sup>rd</sup> 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](mailto: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.

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## 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.
- 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.
  - 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.
  - 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.
  - 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.
  - 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 17<sup>th</sup> 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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> 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](http://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. 3<sup>rd</sup> 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](http://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](http://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 AWARDDEE'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:
- Cancellation and default of contract;
  - For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
  - 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](http://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](http://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](http://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](mailto: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.

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## 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](http://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**

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### **Document 00467: Supplier Diversity Outreach Program Guidelines**

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**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](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

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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](mailto: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](https://www.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.

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Organization Name

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

---

Signature(s)

---

Date

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## 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.

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## 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**

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**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.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Vendor Signature)

Personally known ☐

or

Produced Identification ☐

Notary Public State of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(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.

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**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 3<sup>rd</sup> 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 3<sup>rd</sup> 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: \_\_\_\_\_

| 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**



March 19, 2024

**ADDENDUM NO. 1**

**RFP25-001  
Professional Auditing Services**

**TO ALL PROPOSERS:**

This Addendum amends the above-referenced RFP in the following particulars only:

The Bid Opening Date has been extended to April 5, 2024 at 2pm.  
The Evaluation Committee Meeting has been extended to April 22, 2024 at 9am.  
The Award Recommendation has been extended to April 24, 2024.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of **RFP25-001**, Proposer certifies acceptance of this Addendum.

Sincerely,

**Belinda Defoor**

Belinda Defoor, BSME  
Purchasing Agent III

March 25, 2024

**ADDENDUM NO. 2**

**RFP25-001  
Professional Auditing Services**

**TO ALL PROPOSERS:**

**CALLED FOR APRIL 5, 2024 @ 2:00 PM**

This Addendum amends the above-referenced RFP in the following particulars only:

**Attached are the responses to the questions received.**

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP25-001, Proposer certifies acceptance of this Addendum.

Sincerely,

*Belinda Defoor*

Belinda Defoor, BSME  
Purchasing Agent III

Enclosures

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## QUESTIONS & ANSWERS

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- **QUESTION #1:** Section 3.1 of the RFP indicated that 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. Given that many of the services requested do not technically require the assistance of licensed CPA firm, this statement as well as other references to the CPA firm requirement throughout the RFP (e.g., Section 4.2.7), may preclude qualified firms from otherwise responding to this RFP, is SBBC willing to rephrase this requirement to include any qualified professional services firm (i.e., regardless of whether or not a licensed cpa firm)?

**ANSWER TO QUESTION #1: SBBC will keep the CPA requirement.**

---

- **QUESTION #2:** RFP Section 4.2.6 required that the lead auditor have an active CPA license. This requirement may preclude other qualified non-CPAs or inactive CPAs from performing work under this RFP. Is SBBC open to removing the active CPA requirement for some of all of the services requested?

**ANSWER TO QUESTION #2: Yes, we are open to removing the requirement, so long as the lead auditor's work is performed under a licensed CPA with their respective firm.**

---

- **QUESTION #3:** Does Broward County Public Schools perform annual or periodic enterprise risk assessments (either internally or by third-party vendors)? If yes, can the most recent risk assessment be shared? What are the areas of greatest concern for the school district?

**ANSWER TO QUESTION #3: No.**

---

- **QUESTION #4:** Can SBBC share a copy of Broward County Public Schools' current internal audit plan?

**ANSWER TO QUESTION #4: Yes, the Link: [SUMMARY OF AUDIT ACTIVITIES FOR THE 2001-2002 \(browardschools.com\)](https://www.browardschools.com/audit/summary-of-audit-activities-for-the-2001-2002)**

---

- **QUESTION #5:** Will the School Board of Broward County consider modifications to the RFP, including Section 4.2. Section 6.3 and Section 7.1, which would be typical in professional service contracts for the type of services contemplated? Such modifications would be included as exceptions within the Proposer's proposal.

**ANSWER TO QUESTION #5: No.**

---

- **QUESTION #6:** Is the District's intent to meet the stated goal of 36% M/WBE utilization through a combination of awards to prime M/WBE firms and non-M/WBE firms utilizing approved subcontractors?

**ANSWER TO QUESTION #6:** YES. This is an Annual Aspirational Goal: please refer to Policy 3330, pg.6., item B. – Annual Aspirational Goal, for clarity:

*B. "Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation in School Board contracts is established each year for construction, architecture & engineering, professional services, goods, and other services industry categories. This annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee ("GSC") based upon the M/WBE availability by industry in accordance with the District's 2023 KIR Disparity Study Update findings, along with relative M/WBE availability data to be collected by SBBC through its Centralized Bidder Registration ("CBR") system, and the utilization of M/WBEs. Annual Aspirational Goals are not to be routinely applied to individual contracts but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Participation, Points or Price Preference Goals, for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract." Policy 3330 – 1 pg.6, item B.*

- 
- **QUESTION #7:** Does the District have a M/WBE participation goal for non-M/WBE firms?

**ANSWER TO QUESTION #7:** Per Board Policy 3330, under The "Race Neutral Program Elements" there are Affirmative Procurement Initiatives (API's) for Emerging, Small and Veteran Business Enterprise (E/S/V). Please refer to Policy 3330, Page 6, item IV, (Definitions).

- 
- **QUESTION #8:** How will the fifteen (15) points be awarded for Supplier Diversity Outreach Program Participation? Will partial points be awarded for various tiers of M/WBE utilization? Will it be based on the percentage of M/WBE participation within the proposed team, or based on the depth of experience and expertise of M/WBE professionals?

**ANSWER TO QUESTION #8:** Scoring will be done by EDDC using an internal Matrix. Base Points are awarded to all Proposers/Bidders for Participation.

- 
- **QUESTION #9:** Will the District consider allowing a supervisor position to be added to the rate card in Section 4.3.3?

**ANSWER TO QUESTION #9:** "...NO job title, quantity, or unit of measure changes shall be accepted...."

- 
- **QUESTION #10:** Will the District consider accepting electronic copies only of the proposal?

**ANSWER TO QUESTION #10:** No.

- 
- **QUESTION #11:** Article 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. Q: Is and out of state license acceptable as long as it complies with the requirements of the Florida statutes?

**ANSWER TO QUESTION #11: Refer to Question #2 and that answer.**

---

- **QUESTION #12:** Article 4.3.1.3 – State the number of total accounts that are serviced from 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. Q: What information is SBBC exactly looking for here? Is the information on the years audited and annual budget related to financial statement audits or audits similar in scope to the RFP Budget information for the district or the audit?

**ANSWER TO QUESTION #12: The SBBC is looking for similar and relevant experience by prospective firms from their place of business (office).**

---

- **QUESTION #13:** Would SBBC like for audits to be performed onsite, remote, or hybrid?

**ANSWER TO QUESTION #13: Each engagement should dictate if the audits are to be performed onsite, remote, or hybrid to ensure the highest level of efficiency and effectiveness.**

---

- **QUESTION #14:** Articles 4.3.1.7 and 4.3.1.8 both ask for three project examples. What is the difference between the requirements of each article? Can we include the same projects for both articles or just respond to Article 4.3.1.7 since it appears to be more comprehensive?

**ANSWER TO QUESTION #14: 4.3.1.7 (and subsections) and 4.3.1.8 seeks to determine detailed and relevant experience the prospective firms can offer.**

---

- **QUESTION #15:** Article 4.3.2 – Awardee must state whether it can provide the required services in accordance with Government Auditing Standards. Would SBBC consider other standards such as the AICPA consulting standards?

**ANSWER TO QUESTION #15: The ability to conduct audits using other standards is welcome in proposer responses, but that shall not negate the requirement for the awardee to affirm if it can provide services in accordance with Government Auditing Standards.**

---

- **QUESTION #16:** Article 4.3.3 – Can SBBC confirm that it is only looking for hourly rates and total costs based on the estimated qty on the rate table on section 4.3.3? Some of the required services require specialist resources for which rates may vary. Do we need to provide a separate table for each of the proposed services?

**ANSWER TO QUESTION #16:** “...NO job title, quantity, or unit of measure changes shall be accepted...”

---

- **QUESTION #17:** Can SBBC confirm the target MBE/WBE participation for this RFP?

**ANSWER TO QUESTION #17:** In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research, the GSC has applied an Evaluation Preference for Prime Bidders. The Evaluation Preference for “Prime Bidders” is as follows: The SBBC shall award a maximum of Fifteen (15) points to Prime Bidder/Proposer(s) for participation and an Additional Five (5) points (for a total of 20 points) to first time EDDC Certified ESVMWE Prime Bidder(s).

---

- **QUESTION #18:** Articles 6.3 (Minimum Insurance Requirements) and 7.1 (Liability) – is SBBC open to negotiate the language in these two articles? Is SBBC open to limits on liability and technical adjustments to the insurance requirements?

**ANSWER TO QUESTION #18:** No.

---

- **QUESTION #19:** What is the estimated budget for each fiscal year that the contract will cover?

**ANSWER TO QUESTION #19:** The estimated budget for each fiscal year will depend on the approved audit plan.

---

- **QUESTION #20:** What will be the make of the audit selection committee; who will the members include?

**ANSWER TO QUESTION #20:** Qualified SBBC employees.

---

- **QUESTION #21:** 4.3.1.2H – 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. Page 13. Q: Please clarify – should the number of CPA, accountants and other professional support staff, and other clerical/support staff be identified for the office location that will service this contract?

**ANSWER TO QUESTION #21:** YES.

---

- **QUESTION #22:** What is the total Asset?

**ANSWER TO QUESTION #22:** The District’s total assets as of June 30, 2023 was \$4,974,375,000.

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➤ **QUESTION #23:** What is the total Revenue?

**ANSWER TO QUESTION #23:** The District's total revenues as of June 30, 2023 was \$3,479,834,000.

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➤ **QUESTION #24:** What was the actual amount paid for last year's audit?

**ANSWER TO QUESTION #24:** The total cost of audits performed by external auditors for SY2023 was \$750,649.25.

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➤ **QUESTION #25:** What is the budgeted amount for this year's audit?

**ANSWER TO QUESTION #25:** The Office of the Chief Auditor's external auditor budget is \$565,000 for the school year 2024.

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➤ **QUESTION #26:** Who are the current auditors?

**ANSWER TO QUESTION #26:** HCT Certified Public Accountants & Consultants; Carr, Riggs & Ingram LLC.; RSM US LLP; S. Davis and Associates; and Tri Merge Consulting Group.

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➤ **QUESTION #27:** Is there a policy of mandatory rotation?

**ANSWER TO QUESTION #27:** No.

---

➤ **QUESTION #28:** Is there a local preference for Auditors?

**ANSWER TO QUESTION #28:** The District does not have a preference for local auditors; however, the District does not pay for travel for non-local auditors.

---

➤ **QUESTION #29:** How long have you been working with the current auditors?

**ANSWER TO QUESTION #29:** 5 years.

---

➤ **QUESTION #30:** What is the audit time frame?

**ANSWER TO QUESTION #30:** Each audit is different and requires different time frames.

---

- **QUESTION #31:** What is the selection criterion for submitted responses?

**ANSWER TO QUESTION #31:** Refer to Sections 4.3 and 5.1 for selection criterion.

---

- **QUESTION #32:** Who does the audit report go to?

**ANSWER TO QUESTION #32:** All audit reports are submitted to the Chief Auditor and staff within the Office of the Chief Auditor.

---

- **QUESTION #33:** Who prepares the CAFR?

**ANSWER TO QUESTION #33:** The Accounting and Financial Reporting department prepares the ACFR.

---

- **QUESTION #34:** From a financial standpoint, what are the top three (2) priorities?

**ANSWER TO QUESTION #34:** Construction, Information Technology and Regulatory Compliance – in that order.

---

- **QUESTION #35:** What are the qualities in an auditing firm that you deem most important?

**ANSWER TO QUESTION #35:** A firm that is knowledgeable of the district risk areas and can advise on potential issues.

---

- **QUESTION #36:** Has anything significant occurred in the current year which is different from prior years?

**ANSWER TO QUESTION #36:** The District has been subject to a variety of different occurrences and risks over the past eight (8) years.

---

- **QUESTION #37:** What has been exhibited by the current auditors that you value the most?

**ANSWER TO QUESTION #37:** Customer Service and proactive recommendations have been exhibited by the current auditors and valued by the Office of the Chief Auditor.

---

- **QUESTION #38:** Article 4.3.1.3 – State the number of total accounts that are serviced from 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. Page 13. Q: Please clarify – what is meant by the number of accounts? Do you mean government audits, all government, or something else?

**ANSWER TO QUESTION #38:** Does the organization preparing a proposal for RFP25-001 provide auditing professional services to any Florida School Districts? If yes, how many?



- 
- **QUESTION #39:** Will partial points be awarded for various tiers of M/WBE utilization?

**ANSWER TO QUESTION #39: YES.**

---

- **QUESTION #40:** Will it be based on the percentage of M/WBE participation within the proposed team, or based on the depth of experience and expertise of M/WBE professionals?

**ANSWER TO QUESTION #40: NO – EDDC Points are awarded based on SBBC's SDOP Participation.**

**End of Questions**

# CRI

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*professional services*

**PROPOSAL FOR**  
School Board of Broward County,  
Florida  
**RFP25-001**

April 5, 2024

**PROPOSER**

Carr, Riggs & Ingram, LLC  
215 Baytree Drive  
Melbourne FL 32940  
(321) 255-0088



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

[CRlcpa.com](http://CRlcpa.com)

**SUBMITTED BY**

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CAM #25-0271

Exhibit 3

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### 4.1.3 Letter of Transmittal

April 5, 2024

The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, FL 33351

Dear Evaluation Committee:

Carr, Riggs & Ingram, LLC ("CRI") appreciates the opportunity to respond to your Request for Proposal (RFP 25-001) to provide professional auditing services for the School Board of Broward County, Florida ("SBBC" "School Board"). We are genuinely excited about the prospect of **continuing to serve you and further extending our long-term relationship**. We pride ourselves on illuminating solutions by providing innovative ideas to move our clients from compliance to providing them a competitive advantage.

CRI's Melbourne office will be the lead office on this engagement teaming with our Orlando and Bradenton offices. Our Melbourne office combined with the Orlando office has approximately 100 employees. Additionally, we plan to utilize Pamela J L'Heureux CPA, PLLC as our MWBE partner. Pamela J L'Heureux CPA, PLLC was a certified MWBE for Greater Orlando Aviation Authority and Orange County, FL. Her renewal is pending. Ms. L'Heureux is the process of submitting her application to become a certified MWBE for Broward County. The goal would be 10 to 15% participation

**We have extensive experience in providing the scope of services, for Florida School Districts and beyond. CRI provides these services to a multitude of governments, including 13 School Districts as noted below.** CRI also performs financial statement audits under GAAS for 18 Florida counties, 34 Florida municipalities, and approximately 75 special districts and utilities throughout Florida. No other firm in the State can match our level of Florida governmental experience. **We have also performed over 700 construction contract compliance consulting and audit services related to the pre-construction, construction and/or close-out phases. CRI has a dedicated team of IT professionals** that spend all of their time performing various IT compliance, security and operational review services including those listed in the RFP including, but not limited to: IT general controls, application controls, penetration tests, intrusion tests, as well as policy and process improvement utilizing existing and new technologies. If any substitution of staff is required, the replacement staff will meet or exceed the credentials and experience of the individual originally approved, and will be presented to SBBC for approval.

**We have the local presence and national resources to deliver efficient and excellent results. The engagement partner helps drive all major decisions; possessing both the appropriate resources and decision-making authority which positions us to help SBBC meet its goals in a timely, efficient manner.** Members of our engagement team will be staffed from the Melbourne, Orlando and our Bradenton offices since these three offices have extensive **construction, information technology and operational / internal audit expertise with school districts in particular**. Additionally, as the 25th largest accounting firm in the United States, we have dedicated specialists in information technology systems and fraud that allows us to bring a breadth of resources to this engagement.



#### 4.1.3 Letter of Transmittal (continued)

**We offer more than the scope of services requested.** Our goal is to assist the SBBC management and staff in staying up-to-date and knowledgeable on all construction industry and financial accounting issues facing SBBC. Our Florida CRI partners teach many of the courses and author much of the material utilized by Florida CPAs. Rob Broline and Matthew Incinelli have presented continuing education sessions specifically related to construction contract and operational attestation to various organizations, including the Florida Finance Officers, Florida Association of School Business Officials, Florida Government Finance Officers Association and the Association of College and University Auditors. **Rob, the engagement partner, provided individual training to SBBC internal audit staff in the past related to the Davis Bacon Act and its applicability to construction projects in particular.** CRI has annual training classes for its clients to stay up-to-date and obtain continuing professional education credits.

**We value our relationships with our clients.** SBBC will command the attention of the partners of our firm, including partner involvement in planning, review and supervision. **We assure you that you will receive the highest level of service.**

We welcome the opportunity to demonstrate to you the same teamwork, expertise, innovation, and responsiveness that have made us one of the fastest growing public accounting firms in the United States. Again, we appreciate your consideration.

**We are convinced that after you review our proposal, you will find that we have the experience, personnel and resources necessary to provide a superior level of service to SBBC.**

Robert L. Broline, Jr. is the engagement partner and is authorized to make representations for this proposal on behalf of Carr, Riggs & Ingram, LLC.

Sincerely,

Robert L. Broline, Jr., CPA  
Partner  
**Carr, Riggs & Ingram, LLC**  
215 Baytree Drive  
Melbourne FL 32940  
321-255-0088



## 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<br><b>PROCUREMENT &amp; WAREHOUSING SERVICES</b><br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704<br>754-321-0505 |  | <b>REQUEST FOR PROPOSAL</b><br><b>(RFP)</b>  |  |
| <b>DUE DATE:</b> This proposal must be submitted to the <b>Procurement &amp; Warehousing Service Department</b> , The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 <b>on or before 2:00 p.m. Eastern Time (ET):</b><br><b>March 21, 2024</b><br>and plainly marked with the RFP number and title. <b>Proposal(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed and/or emailed bids are not allowed and will not be considered for award.   |               | <b>RFP NO.:</b><br><b>RFP25-001</b>  | <b>RELEASE DATE:</b><br><b>2/16/2024</b> | <b>PURCHASING AGENT:</b><br>Name: <b>Ms. Belinda Defoor</b><br>Email: <a href="mailto:Belinda.defoor@browardschools.com">Belinda.defoor@browardschools.com</a> |  |
| <b>RFP TITLE:</b><br><b>PROFESSIONAL AUDITING SERVICES</b>   |               |  |  |  |  |
| <b>SECTION 1.0 – REQUIRED RESPONSE FORM</b><br><b>MUST BE COMPLETED BY ALL PROPOSERS</b>   |               |  |  |  |  |
| <b>NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.</b>  |               |  |  |  |  |
| Proposer's (Company) Name:<br>Carr, Riggs & Ingram, LLC  |               | <b>"REMIT TO" ADDRESS FOR PAYMENT:</b> 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 checked="" type="checkbox"/> Check this box if the address is the same as stated on the left.   |  |  |  |
| Address:<br>215 Baytree Drive  |               | Address:   |  |  |  |
| City:<br>Melbourne   |               | City:  |  |  |  |
| State:<br>FL   | Zip:<br>32940 | State:   |  | Zip:   |  |
| Telephone Number:<br>321-255-0088  |               | <b>Proposer's Taxpayer Identification Number:</b>  |  |  |  |
| <b>Contact Person:</b><br>Robert L. Broline  |               | <b>Contact Telephone Number:</b>   |  |  |  |
| <b>Contact Person's Email Address</b><br>rboline@cricpa.com  |               |  |  |  |  |
| <b>Proposal Certification</b><br>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. <b>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.</b> |               |  |  |  |  |
| <br><b>Signature of Proposer's Authorized Representative</b><br>Robert L. Broline, Jr.  |               | April 5, 2024<br>Date<br>Partner   |  |  |  |
| Name of Proposer's Authorized Representative   |               | Title of Proposer's Authorized Representative  |  |  |  |
| <b>Please sign all originals in blue ink.</b><br><b>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.</b>  |               |  |  |  |  |

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



#### 4.1.5 Other Names

The Carr, Riggs & Ingram LLC Melbourne office formerly did business under the names Hoyman, Dobson and the Orlando office was previously Cuthill & Eddy.

#### 4.1.6 Notice of Provision

Name/Title and Address of Awardee's Representative for Notices:

Robert L. Broline, Jr., CPA, Partner

Carr, Riggs & Ingram, LLC

215 Baytree Drive

Melbourne FL 32940

With a Copy To: (Name/Title and Address)

Deborah A. Goode, CPA, Partner

Carr, Riggs & Ingram, LLC

215 Baytree Drive

Melbourne FL 32940



## 4.2 Minimum Eligibility Requirements

4.2.1 Yes. Our company will meet or exceed the requirements as written in Section 7.1 for this contract.

4.2.2 Yes. Our company will meet the minimum insurance requirements as written in Section 6.3 of the RFP.

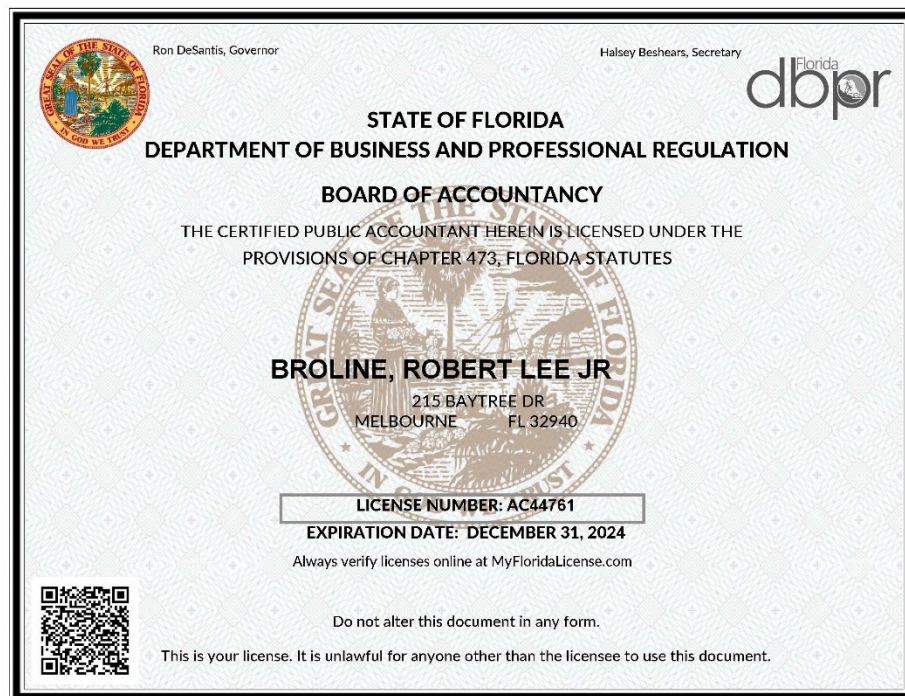
4.2.3 – See Attachment B – Conflict of Interest.

4.2.4 – See Attachment C – Debarment

### 4.2.5 Minimum of Five (5) Years Continuous Services.

CRI has substantial experience in the construction, operational and IT audit in governmental arenas, with a particularly strong emphasis in construction, operational and IT auditing and attestation relative to school districts and their facilities and construction departments. **Our current client list include 10 Florida School Districts, some of which we have been serving for more than 16 years. We have issued reports for Construction, Operational and Information Technology Services for numerous government entities in Florida that demonstrate we more than exceed five years of experience. Additionally, see our list of client references that includes term of service of a minimum of five years.**

### 4.2.6 Lead Engagement Partner CPA License







## 4.2 Minimum Eligibility Requirements

### 4.2.7 Licensed Public Accounting Firm, certified by the State of Florida

CRI is duly licensed under Chapter 473, F.S. as a public accounting firm and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy (FBOA). CRI is licensed in the State of Florida under license #AD0016615 and has performed continuous governmental audit services for over twenty-five (25) years. Carr, Riggs & Ingram, LLC is in good standing with the Florida Department of Professional Regulations.





## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.1 Executive Summary

#### **Our Understanding of Scope of Services**

CRI understands it is the desire of The School Board of Broward County, Florida to select licensed public accounting firm(s) to assist the Office of the Chief Auditor to perform various services, including but not limited to the following: facility audits, general contractor audits, subcontractor payment audits, construction program oversight, 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 as requested.

CRI notes that the specific scope services listed in section 3.1 of the RFP may include, but not be limited to, conducting progress payments, special payment 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 Turn-key Acquisition Program Developers engaged by SBBC
- Audit subcontractors and equipment suppliers to SBBC

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

- First payment audits
- Partial payment audits

Special payment audits, for the purposes of this proposal, may consist of, but are 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 pre-design and design phase fees
- Construction phase fees

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

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



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.1 Executive Summary - continued

#### **Our Capability to Comply with all the Terms and Conditions of the RFP and Beyond**

Of the 2,500 professionals employed by CRI, more than 100 comprise the firm’s construction auditing and accounting staff. The construction audit services will be staffed with team members from the Melbourne / Orlando offices since the Melbourne / Orlando team members have extensive public sector construction contract audit experience – spanning 700+ projects and 30+ years. The team includes members that have 15 to 30+ years of experience in performing these services. **Due to the size of our firm and the availability of individuals throughout, SBBC can be assured that the quality of our staff will not be compromised over the course of the engagement.**

We operate on the philosophy that the finest professional services are built upon a solid foundation of knowledge and understanding. Our partners and staff are involved in an ongoing educational program, which exceeds Florida's stringent continuing professional education law. In addition, because of the Firm’s heavy concentration in the construction industry, our annual continuing education includes specific emphasis in construction auditing and attestation topics. We strive to function as an extension of each client's organization, combining an ability to focus on potential problems and existing opportunities, with the knowledge and empathy to understand internal objectives and the professional expertise to recommend and achieve specific goals.

We have used specified knowledge as the key to offering our clients timely, personal and highly professional services. Having extensive expertise with the specific construction contract auditing services, we feel that we have the specialized knowledge, training, and understanding that are required to serve your needs. Additionally, because of our emphasis on a building a team approach relative to the verification process, we have had only one project of the over 700 projects we have completed go to mediation and none to litigation. We will diligently seek to work with both you and the contractor to obtain the right financial result, without compromising in any way the integrity of our procedures.

Our construction cost verification audits have provided assurance to the client as well as substantial reductions in the final contract values. CRI has also provided a number of recommendations regarding operational and contractual issues that have resulted in additional, annuity savings to our clients.

- CRI has extensive experience auditing in the construction industry, and is familiar with construction financial systems and, in particular, the job cost accounting process.
- The experience of the CRI audit team assigned to SBBC includes at least three members who spend the majority of their time working in the construction industry.
- CRI has experience with a number of other School Boards and therefore, has an understanding of Board Member’s perspectives and needs.
- Firm wide, **CRI serves more than 400 construction clients**, construction companies or owners who are involved in the construction process.
- CRI has access to specialized resources with direct experience in the issues important to auditing construction projects, which results in understanding the financial systems and strategies employed by construction contractors.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.1 Executive Summary - continued

- CRI has a dedicated team of IT professionals with extensive experience in performing IT technology security and operational reviews including: security compliance reviews (HIPPA, GLBA, SOC 2, SOC 3, etc.), IT security reviews of operating systems, user access controls, application controls, penetration and intrusion testing and beyond.
- CRI also has a dedicated team of internal audit, risk and compliance professionals who have extensive experience in the public sector in general and school districts in particular.

CRI has included as part of this proposal some specific examples of our experience in construction, technology operational and internal audit services, along with a number of references from Florida School Districts. We would encourage SBBC to discuss our qualifications and performance with those references.

Finally, it is noteworthy to mention that because CRI has such an extensive emphasis on the construction industry that the Firm offers an annual update specific to the industry, which is attended by a majority of employees of the firm who practice in the industry, including the proposed team to serve SBBC.

As part of the annual update, issues relative to the challenges faced in the industry are discussed, providing our personnel a wide perspective relative to the direction construction companies are taking in their contracting strategy. **Additionally, Rob Broline and Matthew Incinelli have presented continuing education sessions specifically related to construction audit and operational attestation services to various organizations, including the Florida Finance Officers, Florida Association of School Business Officials, Florida Government Finance Officers Association and the Association of College and University Auditors.**

See our extensive qualifications and proven methodologies outlined below to provide for the effective and efficient accomplishment of your proposed scope of work, which we believe, will enable us not only to meet, but also to exceed your expectations.



## 4.3.1 – Proposer’s Experience & Qualifications

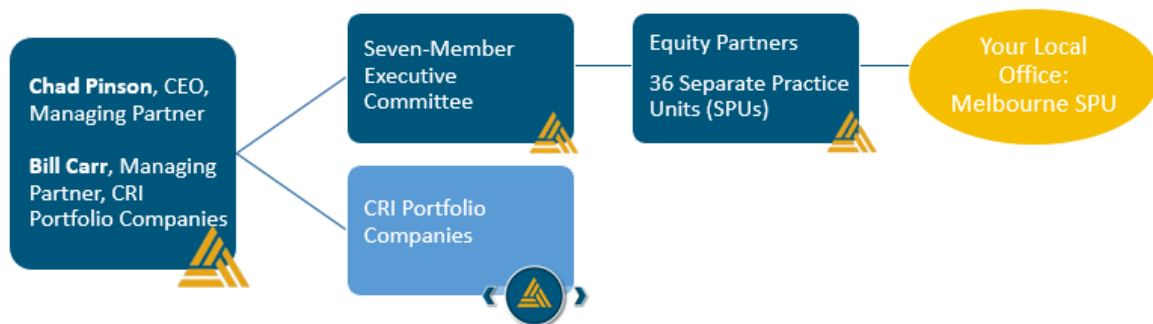
### 4.3.1.2 Business Information: A – H.

Carr, Riggs & Ingram CPAs and Advisors (CRI) is a top 25 nationally ranked full-service accounting and advisory firm serving more than 100,000 clients in all 50 states. CRI's industry specializations include governments, construction, banking/financial institutions, healthcare, insurance, not-for-profits, and manufacturing and distribution.

CRI was organized as a limited liability corporation in 1997 in Alabama at 901 Boll Weevil Circle, Enterprise, Alabama 36330 (334-347-0088) and has roots going back for over 35 years. CRI was originally formed through the merging of three different accounting firms and has continued to merge firms in order to combine resources, which has enabled us to better assist our clients. CRI has over 1900 professionals in twelve states with 70 offices across the United States and Mexico. CRI provides a wide variety of high-quality, cost-effective accounting, assurance, tax and consulting services to individuals, businesses (both publicly and privately held), governmental entities, and non-profit organizations throughout the United States.

CRI is governed by a seven-member executive committee that sets the direction for the firm. The day-to-day governance is handled by our CEO, Chad Pinson along with our corporate team. All firm decisions related to new partner admissions, changes in the firm's operating agreement, and the equity partners of the firm vote on other changes in company direction.

CRI is structured by industry line to allow our professionals to focus on the industries that best fit their talents and interest. This industry line focus and firm-wide structure has allowed our teams to consistently exceed the expectations of clients.



**CRI has 20 office locations in Florida with over 350 employees.** These offices are located in: Crestview, Destin, Fort Pierce, Fort Walton Beach, Gainesville, Jacksonville, Marianna, Melbourne, Niceville, Orlando, Palatka, Palm Beach Gardens, Panama City, Panama City Beach, Port St. Lucie, Sarasota, St. Augustine, Stuart, Tallahassee, Tampa Bay (Clearwater) and Miami. CRI's Florida offices work as a team on many engagements.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.2 Business Information – continued

#### Office Location Performing Services

The engagement team will be staffed primarily with team members from the Melbourne, Orlando and Bradenton practice units (offices). These three offices often work closely together on multiple projects and together bring extensive experience in all of the requested scope of services: construction audits, internal audits (including internal accounts for school districts), consulting and IT expertise with specific experience working with multiple Florida School Districts. Specialists and consulting partners may be utilized from other offices of CRI should the need arise on a project by project basis. The engagement team is currently the auditors for over 35 governmental entities, including the outsourced internal auditors for a Florida County and a City. We perform construction audits, internal and IT audits for multiple Florida school districts. We perform at least 15 Federal and/or State Single Audits each year. We review and/or assist with preparation of at least 11 comprehensive annual financial reports each year. CRI currently audits over 70 governmental entities in Florida.

The Engagement Partner and primary contact, Rob Broline, is located in the Melbourne office. The Melbourne office is located at 215 Baytree Drive, Melbourne, Florida 32940 and the phone number is (321)-255-0088. **Rob has been providing professional auditing services to SBBC since 2014.**


|                            | Audit/Accounting | Tax       | Total     | CPA's     |
|----------------------------|------------------|-----------|-----------|-----------|
| Partners                   | 6                | 5         | 11        | 11        |
| Managers                   | 4                | 6         | 10        | 10        |
| Sup Senior                 | 4                | 3         | 7         | 2         |
| Senior                     | 4                | 5         | 9         | 5         |
| Other Prof                 |                  | 4         | 4         | 0         |
| <hr/>                      |                  |           |           |           |
| Total Professional Staff   | 18               | 23        | 41        | 28        |
| Interns                    | 3                | 1         | 4         | 0         |
| Support Staff, Bus Dev, IT | 5                | 6         | 11        | 0         |
| <b>TOTAL STAFF</b>         | <b>26</b>        | <b>30</b> | <b>56</b> | <b>28</b> |





## 4.3.1 – Proposer's Experience & Qualifications

### 4.3.1.2 Business Information – continued



DIVISION of

CORPORATIONS

*an official State of Florida website*

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No Events   No Name History

**Detail by Entity Name**  
Florida Limited Liability Company  
CARR, RIGGS & INGRAM, LLC

**Filing Information**

|                 |              |
|-----------------|--------------|
| Document Number | L05000053010 |
| FEL/EIN Number  | 72-1396621   |
| Date Filed      | 05/23/2005   |
| State           | FL           |
| Status          | ACTIVE       |

**Principal Address**  
901 Boll Weevil Circle  
Suite 200  
ENTERPRISE, AL 36330  
  
Changed: 04/06/2021

**Mailing Address**  
901 Boll Weevil Circle  
Suite 200  
Enterprise, AL 36330  
  
Changed: 04/06/2021

**Registered Agent Name & Address**  
RIGGS, STEPHEN CIII  
500 GRAND BOULEVARD  
SUITE 210  
MIRAMAR BEACH, FL 32550  
  
Name Changed: 10/04/2006  
  
Address Changed: 03/08/2011



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.3 Accounts

The total number of audit, other attestation (Agreed-Upon Procedures), consulting, and internal audit accounts serviced by the Melbourne and Orlando offices is about 470 (Melbourne 250; Orlando 220).

The following represents a list of the Florida School Districts, currently and since 2013 that have been served by the Melbourne/Orlando Offices for various construction audits, internal audits /consulting services:

| SCHOOL DISTRICT                | YEARS SERVED<br>Engagement Annual Budgets / Fees  | SERVICES PROVIDED  |
|--------------------------------|---|--|
| Broward County Public Schools  | 2014 – Present<br>\$250,000 - \$350,000   | Risk Assessments, Operational Assessments & Internal Audits  |
| Orange County Public Schools   | 1999 – Present<br>\$200,000 (avg. annual – construction & internal accts)                           | Construction Costs Agreed-Upon Procedures<br>Internal Accounts Audit, Property Validation Agreed-Upon Procedures |
| Polk County Public Schools     | 2014 – Present<br>\$150,000 (avg. annual – construction & internal accts)                           | Construction Costs Agreed-Upon Procedures<br>Internal Accounts Audit   |
| Seminole County Public Schools | 2014 – Present<br>\$75,000 (avg. annual construction & internal accts)                              | Construction Costs Agreed-Upon Procedures<br>Internal Accounts Audit   |
| Manatee County Public Schools  | 2012 – Present<br>\$359,000 (avg. annual)   | Risk Assessments, Operational Assessments & Internal Audits  |
| Sarasota County Public Schools | 2022 – Present<br>\$115,000 (avg. annual)   | Risk Assessments, Operational Assessments & Internal Audits  |
| Lake County Public Schools     | 2018 – Present<br>\$100,000 (avg. annual)   | Construction, IT, Operational & Internal Audits  |
| Marion County Public Schools   | 2010 – Present<br>\$17,500 (avg. annual)  | Construction Costs Agreed-Upon Procedures  |
| Osceola County Public Schools  | 2006 – Present<br>\$150,200 (avg. annual – construction)<br>\$50,500 (avg. annual - internal accts) | Construction Costs Agreed-Upon Procedures<br>Internal Accounts Audit,  |
| Pasco County Public Schools    | 2006 – Present<br>\$18,300 (avg. annual)  | Construction Costs Agreed-Upon Procedures  |
| Pinellas County Public Schools | 2007 – Present<br>\$40,000 (avg. annual)  | Construction Costs Agreed-Upon Procedures  |
| Brevard County Public Schools  | 2012 – Present<br>\$53,000 (avg. annual)  | Construction Costs Agreed-Upon Procedures  |
| St. Lucie County Schools       | 2017 – 2021<br>\$110,000 (avg. annual)  | Internal Accounts Audit<br>Consulting Project  |





## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.3 Accounts - continued

List of other Florida government entities served by the Orlando/Melbourne offices, including year(s) audited and annual budget/fees:

| Other Florida Governmental clients served by the Melbourne Office |                |                          |              |              |            |                     |
|---|----------------|--------------------------|--------------|--------------|------------|---------------------|
| Services Provided   | Years Served   | Annual Engagement Budget | Annual Audit | Single Audit | CAFR Award | Consulting Services |
| Brevard County, Florida*  | 2011 - Present | \$162,000                |              |              |            | ✓                   |
| Martin County, Florida  | 2018 - Present | \$20,000                 |              |              |            | ✓                   |
| City of Cocoa Beach, FL*  | 2018 - Present | \$50,000                 |              |              |            | ✓                   |
| City of Daytona Beach, Florida                                    | 2014 - Present | \$98,100                 | ✓            | ✓            | ✓          | ✓                   |
| City of Daytona Beach Shores, Florida*                            | 2008 - Present | \$34,100                 | ✓            |              |            | ✓                   |
| City of Fellsmere, Florida  | 2015 - Present | \$43,670                 | ✓            |              |            |                     |
| City of Fort Lauderdale, FL*                                      | 2017 - Present | \$250,000                |              |              |            | ✓                   |
| City of Maitland, Florida   | 2018 - Present | \$54,000                 | ✓            |              | ✓          | ✓                   |
| City of Melbourne, Florida (incl. Airport)*                       | 1978 - Present | \$92,000                 | ✓            | ✓            | ✓          | ✓                   |
| City of Mount Dora, Florida                                       | 2017 - Present | \$50,000                 |              |              | ✓          | ✓                   |
| City of New Smyrna Beach, Florida                                 | 2014 - Present | \$56,900                 | ✓            | ✓            | ✓          |                     |
| City of Okeechobee, Florida                                       | 2001 - Present | \$30,300                 | ✓            |              |            |                     |
| City of Port St. Lucie, Florida                                   | 2018 - Present | \$92,000                 | ✓            | ✓            | ✓          |                     |
| City of Rockledge, Florida  | 2016 - Present | \$57,545                 | ✓            |              |            |                     |
| City of Satellite Beach, Florida                                  | 1990 - Present | \$35,500                 | ✓            | ✓            |            |                     |
| City of West Melbourne, Florida                                   | 2013 - Present | \$58,200                 | ✓            |              | ✓          |                     |
| Greater Orlando Aviation Authority*                               | 2019 - Present | \$250,000                |              |              |            | ✓                   |
| Town of Indialantic, Florida                                      | 2001 - Present | \$23,500                 | ✓            |              |            |                     |
| Town of Indian River Shores, Florida                              | 2016 - Present | \$30,500                 | ✓            |              |            |                     |
| Town of Orchid, Florida   | 2018 - Present | \$17,500                 | ✓            |              |            |                     |
| Indian River Mosquito Control District                            | 2018 - Present | \$6,000                  | ✓            |              |            |                     |
| Melbourne-Tillman Water Control District                          | 1999 - Present | \$12,000                 | ✓            |              |            |                     |
| Sebastian Inlet District Council                                  | 1991 - Present | \$19,500                 | ✓            |              |            |                     |
| Space Florida   | 2004 - Present | \$41,500                 | ✓            | ✓            |            |                     |

Consulting services for each client listed includes internal audits, operational audits, special accounting and finance projects, and/or forensic audits, in addition to construction audits and consulting engagements, separately identified below with the asterisk.

\*CRI team members specifically performed or is in the process of performing construction audit services for these clients as well as the other services indicated.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.4 Administration and Staff Qualifications - Project Team Org Chart

The team we have assembled for serving the District is comprised of highly qualified members of our firm. All of the team members have been involved in audits of governmental entities. You can be assured of the quality of our staff over the term of the engagement. See resumes for each of the Engagement Team Members on the subsequent pages for additional clients served and additional details of their qualifications and experience relative to the scope of services.





## 4.3.1 – Proposer's Experience & Qualifications

### 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 construction audit services including position during engagement, year(s) and tasks performed

### 4.3.1.4.3 Indicate which team member(s) will be in charge of on Audit

**Rob Broline, CPA, CCA, Engagement Partner.** Rob has approximately twenty-five years of experience in public accounting and specializes in entity-wide risk assessments, process risk / controls assessments, internal audits, compliance audits, construction compliance cost audits and forensic reviews. Rob has regularly been selected as an instructor on construction auditing processes and procedures, as well as internal audits approaches, for organizations such as FASBO, FGFOA, GFOA, as well as other local and regional construction, governmental, and accounting/auditing associations.

**Rob provided construction compliance services for the City of Fort Lauderdale Community Redevelopment Agency program for various projects with construction costs totaling \$60M.** These services include but are not limited to: 1) review of internal controls related to the pay application review and approval process; 2) review of the monthly pay applications to assess compliance with the contract economic terms and conditions, and 3) performance of construction contract compliance including: contract analysis, reconciliation of job cost detail to final pay application, job cost charges subcontractor change orders, verification of owner direct purchases, labor sampling, analysis of labor burden, general liability insurance and subguard (2017 to present).

Rob is the engagement partner for the internal audit services provided to the **School Board of Broward County and the School Board of Lake County**. Rob previously served as the engagement partner in the establishment of the outsource internal audit function for the **School Board of Sarasota County** and performance of internal audits for the first two years before handing the engagement over to another CRI partner in CRI's Bradenton office. Rob presently serves as a technical, internal audit resource and quality control partner as part of the engagement team (with senior manager, Mark Smith) that serve as the outsourced internal function for the **School Boards of Manatee County and Sarasota County**. Rob also is the engagement partner that serves as the outsourced internal audit function for Brevard County government along with another accounting firm.

**Rob will serve as the engagement partner and primary point of contact. Rob will also provide direct oversight for the supervisory staff for each engagement. He will have overall responsibility for the efficiency, timeliness and delivery of the services we provide, including developing and maintaining effective lines of communication with the Chief Auditor and staff.**

**Debbie Goode, CPA, Relationship Partner, Partner-in-Charge.** Debbie is the managing partner of CRI's Melbourne office and has been auditing governments over 30 years. She currently is either the engagement partner or engagement quality reviewer for 19 Florida governmental entities. She has audited FAA, FEMA, and FDOT grants in recent years. Debbie is a frequent presenter at the FGFOA conference for her expertise in governmental fund accounting. She is a Diplomate of the College of Forensic Examiners. Debbie works with Rob Broline as part of the outsourced internal audit function for Brevard County and the City of Tarpon Springs. **Debbie will ensure that all services are performed timely and accurately to provide you with a seamless consulting experience.**



## 4.3.1 – Proposer's Experience & Qualifications

**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 construction audit services including position during engagement, year(s) and tasks performed**

**4.3.1.4.3 Indicate which team member(s) will be in charge of on Audit)**

**Matthew Incinelli, CPA, CCA, Quality Review & Technical Resource Partner.** Matthew has over 20 years of experience in public accounting. **His primary focus is in the area of construction contract auditing and attestation engagements primarily for governmental entities.** Matthew has regularly been selected as an instructor on construction auditing processes and procedures for organizations such as FASBO, FGFOA, and the Association of Internal Auditors, as well as other local and regional construction, governmental, and accounting/auditing associations. Matthew has worked in all roles (staff to Partner) on construction audits over his 20+ years with the Firm and has participated in over 700 construction audits. **Matthew will serve as a construction audit technical resource and as the quality review partner for construction audits.**

**Ben Kincaid, CPA, CFE, CFF, CVA, Forensic, Litigation and Valuation Services Partner.** Known for his data analytics and translating the data into defensible, investigative results, Ben Kincaid has over 12 years of experience in providing forensic accounting, litigation support and business valuation services across CRI's footprint. These services have included investigating compliance, employee malfeasance, hidden asset schemes, breach of contract claims, business interruption losses, economic damages, due diligence and valuation disputes. Ben has provided these services to a wide range of clients and industries; such as, state, county and local governments as well as private companies, non-profit organizations and publicly traded companies. **Ben will serve as the Forensic technical resource.**

**David Knowlton, CPA, CISA, CISSP, Technology Partner.** David has been in public accounting for over nine years and has expertise determining if there are vulnerabilities in general information technology that may compromise an entities financial data. He also has performed governmental, federal and state single audits. David works with clients to help identify deficiencies in their IT general controls and prioritize corrections based upon time and budget constraints. **David will oversee the design and testing of IT general and application controls as needed and work closely with the Engagement Partner.**

**Pamela L'Heureux, CPA, MWBE Partner.** Ms. L'Heureux, a 36-year veteran, was employed 25 years at the Greater Orlando Aviation Authority. She has extensive experience in governmental fund accounting and has performed numerous payment application and engineering invoice reviews and audits.



## 4.3.1 – Proposer's Experience & Qualifications

**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 construction audit services including position during engagement, year(s) and tasks performed**

**4.3.1.4.3 Indicate which team member(s) will be in charge of on Audit)**

**Kayla Spellman, CPA, CIA, Senior Manager.** Kayla has over 10 years of proven skills and experience in audit and consulting. Industries served include K-12, Higher Education, Private Industry, State and Local government, and Healthcare. Kayla specializes in risk and controls assessments, internal audits, operational audits, IT audits, business process design, data analytics, and investigations. Kayla has specifically worked under the direction of Rob in performing various internal / operational audits for the Cities of Orlando, Fort Lauderdale, and Tarpon Springs, the governments of Brevard County, Martin County, Monroe County as well as the School Boards of Broward County, and Lake County. **Kayla will provide supervision of the seniors and staff and perform key aspects of the engagement that include planning, fieldwork, and delivery. Kayla will be the engagement senior manager will serve as the in-charge for internal and operational related audits, and other process and controls reviews, especially for business / service departments / programs, (including facilities department / programs) as needed.**

**Mark Smith, CIA, CFE, CRMA, Senior Manager.** Mark has 15 years of internal audit, risk and compliance experience in a variety of public and private organizations. Mark joined CRI in July of 2019 after spending the previous 5 years in the roles of Chief Risk Officer and Chief Auditor at a financial institution. Mark serves as the Manager for the internal audit team of the City of Bradenton, the School District of Manatee County as well as the School District of Sarasota County with Rob. Mark has extensive experience in leading internal audits, conducting risk assessments, forensic investigations and providing consulting services to help business units implement correct action based on recommendations. He also has experience implementing and maintaining enterprise risk management, vendor management, and regulatory reporting programs. **Mark will assist Kayla in the management of the engagement seniors and staff and the key aspects of the engagement that include planning, fieldwork, and delivery. Mark will work closely with the Engagement Manager and Engagement Partner.**

**Engagement Seniors and Staff. Renee Olario, Senior Accountant, Jason Hostetler, Farah Charles, Staff Accountant, Varvara Malasi, Staff Accountant.** These seniors and staff included in the project engagement team will perform detailed control and compliance testing under the guidance of the respective senior managers as applicable.

**See resumes of engagement team members below for further details of skills set and client experience similar to the scope of services outlined in this RFP.**



## Robert L. Broline, Jr., CPA, CCA Engagement Partner

(321) 426-3026 phone

rbroline@cricpa.com

### Representative Clients

- **Atlanta Public Schools Internal Audit**
- Brevard County Internal Audit
- **Brevard County School District Internal Audit**
- Broward College Internal Audit
- **Broward County School District Internal Audit**
- City of Daytona Beach Shores Consulting
- City of Fort Lauderdale
- City of Orlando Internal Audit
- City of Tarpon Springs Internal Audit
- Eastern Florida State College Consulting
- Greater Orlando Aviation Authority
- Health First Internal Audit
- **Lake County School District Internal Audit**
- **Manatee County School District Internal Audit**
- Martin County Government Internal Audit
- **Monroe County School District Internal Audit**
- **Osceola County School District Internal Audit**
- **Sarasota School District Internal Audit**

### Experience

Rob has over twenty-five years of proven skills and experience in public accounting. Industries served include the following: K-12, Higher Education, State and Local Government, Hospitality, Healthcare, Construction, and Commercial. Rob specializes in entity-wide risk assessments, process risk / controls assessments, internal audits, operational audits, construction cost audits and forensic reviews. Rob is the CRI lead on the outsourced internal audit that CRI performs for the Brevard County Board of County Commissioners performing numerous internal audits, operational audits, compliance audits and various consulting services.

Rob is the engagement partner in providing internal audit services to the School Boards of Broward County and Lake County. Rob previously served as the engagement partner in establishing the internal audit function for the School Board of Sarasota County. Rob currently serves as a technical resource and quality control partner for the School Boards of Sarasota County and Manatee County with Mark Smith. In the past, as the engagement partner, Rob provided consulting services for the School Board of Brevard County. With a prior firm, Rob provided internal audit services to the School Board of Brevard County..

### Education, Licenses & Certifications

- BA, Accounting, Cedarville University
- Certified Public Accountant, registered and licensed in Florida
- **Certified Construction Auditor (CCA)**

### Professional Affiliations

- American Institute of Certified Public Accountants
- Institute of Internal Auditors
- Florida Institute of Certified Public Accountants
- Speaker Florida Government Finance Officers Association Conference
- Speaker Government Finance Officers Association National Conference
- Speaker Florida Association of School Business Officials Conference

### Professional Affiliation

- Board of Directors, Treasurer, New Life Mission (Nonprofit Organization)
- Leadership Brevard, Class of 2019





## Deborah A. Goode, CPA Relationship Partner

(321) 426-3040 phone

dgoode@cricpa.com

### Representative Clients

- City of Daytona Beach, Florida
- City of Daytona Beach Shores, Florida
- City of Melbourne, Florida
- City of Okeechobee, Florida
- City of Satellite Beach, Florida
- City of West Melbourne, Florida
- Melbourne-Tillman Water Control District
- Sebastian Inlet Tax District
- Space Florida
- Town of Indialantic, Florida
- Town of Orchid, Florida
- Indian River Mosquito Control District
- City of Rockledge, Florida
- Brevard County Housing Finance Authority

### Internal Audit Engagements

- Brevard County, Florida
- **Brevard County School District**

### Experience

Debbie is a Florida CPA and provides more than 30 years of accounting and governmental auditing experience to clients in the Central Florida region, including the City of Melbourne, Space Florida, and City of West Melbourne. She is also the partner-in-charge of CRI's Melbourne office. Debbie works primarily with government entities, not-for-profit organizations and commercial companies with her largest client base being government entities.

Debbie is currently responsible for being either the engagement partner or engagement quality control partner for the audits of 14 governmental entities and a governmental internal audit client. She has extensive experience in preparing and reviewing Comprehensive Annual Financial Reports (CAFRs) and Single Audits. She is a government industry leader for CRI and consults with other partners when they need assistance. She has been a presenter at the School of Government Finance as well as FGFOA conferences. Debbie's professional achievements were recognized with the Florida Institute of Certified Public Accountants (FICPA) Women to Watch Award in the experienced leader category. She was also named to the FICPA's President's Honor Roll. Additionally, Debbie is a diplomat of the American College of Forensic Examiners (ACFE). She has worked on various forensic examinations in the past few years related to governmental entities, one a City and the other a County.

### Education, Licenses & Certifications

- BS, Accounting Florida State University
- Masters, University of South Florida
- Certified Public Accountant - registered and licensed in Florida
- Diplomate of American College of Forensic Examiners

### Professional Affiliations

- Florida Government Finance Officers Association (FGFOA)
- Space Coast Government Finance Officers Association
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Space Coast Economic Development Commission
- United Way, Campaign Chair, Executive Committee and Board Member



## Matthew Incinelli, CPA, CCA

### Quality control, Technical Resource Partner

(407) 644-7455 phone

mincinelli@cricpa.com

#### Representative Clients

- Melbourne International Airport, Florida
- Valencia College
- Emory University
- Alachua County
- Eastern Florida State College
- Florida International University
- University of North Florida
- Florida A&M University
- Harris Corporation
- Orange County Public Schools
- Brevard County Public Schools
- Florida Virtual Schools
- Indian River County Public Schools
- Lee County Public Schools
- Marion County Public Schools
- Osceola County Public Schools
- Pasco County Public Schools
- Pinellas County Public Schools
- Polk County Public Schools
- Wake County Public Schools

#### Experience

Matthew has been with CRI since 2002, working in the areas of construction, real estate and securities brokers/dealers. His primary focus is in the area of construction contract auditing and attestation engagements. He also has experience with governmental entities, construction agreed-upon procedures engagements, and performing audits of school districts' internal accounts.

Matthew has been a member of the construction audit and attestation team for his entire fourteen years with the firm, and has taken part in over 200 engagements. He has served on these engagement in every capacity from staff to partner. Matthew has regularly been selected as an instructor on construction auditing processes and procedures for organizations such as FASBO, Florida Finance Officers, and the Association of Internal Auditors, as well as other local and regional construction, governmental, and accounting/auditing associations. Matt also performs construction contract compliance services including: Contract analysis, reconciliation of job cost detail to final pay application, job cost charges, subcontractor change orders, verification of owner direct purchases, labor sampling, analysis of labor burden, general liability insurance and Subguard.

#### Education, Licenses & Certifications

- BS, Business Administration, University of North Florida
- Certified Public Accountant - registered and licensed in Florida
- **Certified Construction Auditor (CCA)**

#### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- **National Association of Construction Auditors (NACA)**



## 4. EXPERIENCE OF PERSONNEL



### David Knowlton, CPA, CITP, CISA, CISSP

Partner

dknowlton@CRLcpa.com  
321.426.3024 | Direct



#### Representative Clients

- City of Daytona Beach, Florida
- City of Melbourne, Florida
- City of Maitland, Florida
- City of Cocoa Beach, Florida
- City of Satellite Beach, Florida
- Center for the Advancement of Science in Space (CASIS)
- Space Florida
- Town of Indialantic, Florida
- Town of Indian River Shores, Florida
- Titusville-Cocoa Airport Authority
- Indian River Mosquito Control District
- Volusia County Public Schools Internal Accounts

#### Internal Audit Engagements

- Brevard County, Florida
- Martin County, Florida

#### Experience

David has over 9 years of public accounting experience, and over 10 years industry experience working in retail management. David's experience allows him to couple a real world business perspective with the knowledge and experience of a CPA to provide solutions, which not only help maintain compliance but can also provide tangible business results.

David specializes in financial audits and evaluation of information technology focusing on not-for-profits and governments. David is a Florida CPA, and holds numerous certificates over various aspects of information technology including auditing and security. David graduated from the University of Central Florida with both a Bachelor's and Master's degree in Accounting. David is also the board treasurer for 211 Brevard.

#### Education, Licenses & Certifications

- BSBA, Accounting, University of Central Florida, 2013
- MS, Accounting, University of Central Florida, 2014
- Certified Public Accountant (CPA), Florida
- Certified IT Professional (CITP), AICPA
- Certified Information Systems Auditor (CISA), ISACA
- Certified Information Systems Security Professional (CISSP), ISC2

#### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Information Systems Audit and Control Association (ISACA)
- ISACA Central Florida Chapter
- International Information System Security Certification (ISC2)

## 4. EXPERIENCE OF PERSONNEL



### Ben Kincaid, CPA, CFE, CFF, CVA

Engagement Partner

BKincaid@CRLcpa.com

850.337.3235 | Direct



#### Representative Clients

- **Broward County School District**
- **Okaloosa County School District**
- Florida Department of Economic Opportunity
- Florida Department of Elder Affairs
- Florida Department of Children and Families
- Florida Agricultural & Mechanical University
- Florida Office of the Attorney General
- Office of State Attorney, First Judicial Circuit of Florida
- Office of State Attorney, Fifth Judicial Circuit of Florida
- Escambia County, Florida
- Bay County, Florida
- Alachua County, Florida
- Martin County, Florida
- Miami-Dade County, Florida - Public Housing & Community Development
- Broward County Sheriff's Office
- Okaloosa County Sheriff's Office
- Walton County Sheriff's Office
- St. Johns County Sheriff's Office
- City of Port St. Lucie, Florida
- City of Fort Lauderdale, Florida
- City of Fort Walton Beach, Florida
- City of Unadilla, Georgia

#### Experience

Known for his data analytics and translating the data into defensible, investigative results, Ben Kincaid has over 12 years of experience in providing forensic accounting, litigation support and business valuation services across CRI's footprint. These services have included investigating employee malfeasance, hidden asset schemes, breach of contract claims, business interruption losses, economic damages, due diligence and valuation disputes. Ben has provided these services to a wide range of clients and industries; such as, state, county and local governments as well as private companies, non-profit organizations and publicly traded companies.

Ben speaks regularly on the topics of fraud prevention and detection and business valuations. Ben has worked with various law firms and law enforcement on civil and criminal matters and presented findings to various law enforcement agencies including the FBI, DOJ, FDLE and GBI. Ben also provides expert witness services and has qualified as an expert witness in various state courts. Ben is a graduate from Pensacola Christian College with a Bachelor of Science Degree in Business with a double concentration in Accounting and Finance. Ben serves on the AICPA Forensic and Litigation Services Education Committee.

#### Education, Licenses & Certifications

- BS, Business, Pensacola Christian College
- Certified Public Accountant (CPA) - Indiana and Florida
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Valuation Analyst (CVA)

#### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Association of Certified Fraud Examiners (ACFE)
- National Association of Certified Valuators and Analysts (NACVA)

#### Professional Committees/Achievements

- 2021 AICPA Forensic and Valuation Services Standing Ovation
- Florida Institute of Certified Public Accountants - Former Valuation, Forensic Accounting, and Litigation Committee Member
- AICPA Forensic and Litigation Services Committee Member
- AICPA FVS Career Journey Pathway Committee Member

## 4. EXPERIENCE OF PERSONNEL



### Kayla Spellman

Senior Manager

kspellman@CRIcpa.com  
321.426.3013 | Direct



#### Representative Clients

- Brevard County Internal Audit
- City of Fort Lauderdale
- Melbourne Airport Authority
- Titusville-Cocoa Airport Authority
- Space Florida
- City of Tarpon Springs Internal Audit
- City of Clearwater
- City of Daytona Beach
- City of Groveland
- City of Melbourne
- City of Orlando
- City of New Smyrna Beach
- City of Parker
- City of Port St. Lucie
- City of Rockledge
- City of West Melbourne
- Martin County
- Monroe County
- Duval County School Board
- Florida Gulf Coast University
- South Brevard Women's Center
- **St. Lucie Public Schools**
- Town of Orchid
- University of Florida Internal Audit
- University of Florida Athletic Association
- University of Florida Foundation
- University of Florida Student Government
- **Volusia County School Board**
- **School Board of Broward County**
- **School Board of Lake County**

#### Experience

Kayla has over a decade of proven skills and experience in audit and consulting. Prior to joining CRI, Kayla worked as an internal auditor at the University of Florida, as well as working at the University of Florida Athletic Association and the University of Florida Foundation. Industries served include K-12, Higher Education, State and Local government, and Healthcare. Kayla specializes in risk and controls assessments, internal audits, single audits, operational audits, IT audits, business process design, data analytics, and investigations. Internal and operational audits performed include, but are not limited to, the following departments/functions: accounts payable, motor pool services, asset management, purchasing card, gasoline card programs, timekeeping and overtime, purchasing/procurement, information technology, contract compliance, system implementations, facilities..

Kayla works closely with Rob on the School Board of Broward County and Lake County in providing a variety of internal audit and consulting services.

#### Education, Licenses & Certifications

- MS, Decision Information Science, University of Florida
- MAcc, University of Florida
- BBA, Accounting, University of North Florida
- Certified Public Accountant in Florida

#### Professional Affiliations

- American Institute of Certified Public Accountants
- Institute of Internal Auditors

## 4. EXPERIENCE OF PERSONNEL



### Mark Smith, CIA, CFE, CRMA Manager

mark.smith@CRlcpa.com  
941.747.0500 | Direct



#### Representative Clients

- **School District of Manatee County - Internal Audit and Forensic Investigation**
- **School District of Sarasota County - Internal Audit**
- **School District of Pinellas County - Consulting**
- MCR Health - Consulting
- Walters, Levine, Lozano, DeGrave - Litigation Support
- R.C. Beach & Associates - Forensic Investigation
- Bradford County - Cares Act
- Financial Institution Internal Audits

#### Experience

Mark Smith has 15 years of internal audit, risk and compliance experience in a variety of public and private organizations. Mark joined CRI in July of 2019 after spending the previous 5 years in the roles of Chief Risk Officer and Chief Auditor at a financial institution.

Mark has extensive experience in leading internal audits, conducting risk assessments, and providing consulting services to help departments implement correct action based on recommendations. Over his 15 years in audit and risk management, he conducted reviews of financial, operational, and regulatory areas, and also has experience implementing and maintaining enterprise risk management, vendor management, and regulatory reporting programs. School district projects include an enterprise wide risk assessment to develop internal audit plans, and audits of sales surtax, payroll, personnel, construction operations, and transportation.

As the Audit Manager, Mark will oversee aspects of the engagement that include planning, fieldwork, and report issuance.

Currently, he serves on the Board of Directors of the Florida West Coast Chapter of the Institute of Internal Auditors and is a coach with East Lake Little League.

#### Education, Licenses & Certifications

- BS, University of Florida
- Certified Internal Auditor (CIA)
- Certified Fraud Examiner (CFE)
- Certification in Risk Management Assurance (CRMA)

#### Professional Affiliations

- Institute of Internal Auditors (IIA)
- Association of Certified Fraud Examiners (ACFE)



## 4. EXPERIENCE OF PERSONNEL



### Renee Elario Senior Accountant

relario@CRlcpa.com  
941.281.7214 | Direct



#### Representative Clients

- **School District of Manatee County – Internal Audit**
- **School District of Sarasota County – Internal Audit**
- City of Bradenton – Consulting
- City of Sarasota – Internal Audit
- Clerk of the Circuit Court Martin County – Internal Audit

#### Experience

Renee Elario has over 20 years of experience in a variety of public and private organizations. Renee joined CRI in July of 2023 after spending the previous 5 years in local government in both senior internal audit and accounting roles.

Renee's previous experience working in local government has helped her transition into CRI where her skills are being used to add value and improve CRI client operations. She has worked on various projects including audits of parking management and cash receipts, fuel operations, utilities billing revenue and cash receipts, police department property and evidence, right of way cash receipts, city property leasing, parks and recreation cash receipts, grants administration, development services, personnel, public school transportation, sales surtax, medical claims, public bus transportation, fuel tax and beach concessions. Renee is also currently pursuing her CIA license as well..

#### Education, Licenses & Certifications

- BA, Accounting, St. Leo College
- MAcc, Master of Accountance, Stetson University

#### Professional Affiliations

- Florida Government Finance Officers Association (FGFOA)
- Institute of Internal Auditors (IIA)
- Association of Local Government Auditors (ALGA)

## YOUR SOLUTION TEAM



### Jason Hostetler, CPA

Senior Staff

jhostetler@CRlcpa.com  
407.644.7455 | Office



#### Representative Clients

- Orlando Health, Inc.
- Flagler County
- Orange County Public Schools
- District School Board of Osceola County
- Brevard Public Schools
- School District of Pasco County
- Pinellas County Schools
- Lee County Schools
- Wake County Schools
- St. Johns County School District
- Angleton Independent School District, TX
- Collier County Public Schools
- Volusia County Public Schools

#### Experience

Jason is a senior staff associate with Carr, Riggs & Ingram, LLC in Winter Park. He is in his third year with the firm, providing accounting and auditing services to governmental entities, non-profits and private industries.

Jason specializes in construction contract cost agreed-upon procedures and has worked on approximately 200 engagements. The majority of this work has been for governmental entities.

#### Education, Licenses & Certifications

- BSBA, Accounting, University of Central Florida
- MSA, Liberty University
- Certified Public Accountant

#### Professional Affiliations

- Florida Institute of Certified Public Accountants (FICPA)
- Volunteer, Ian C. Spura Memorial Foundation

## 4. EXPERIENCE OF PERSONNEL



### Farah Charles

Staff Accountant

fcharles@CRlcpa.com  
321.255.0088 | Phone



#### Representative Clients

- Atlanta Public Schools
- Brevard County Government, Florida
- Martin County, Florida
- Monroe County, Florida
- School Board of Broward County, Florida
- School Board of Lake County, Florida

#### Experience

Farah recently joined Carr, Riggs & Ingram as an internal audit/consulting intern and will become a full-time staff in May 2023.\* Since joining the firm in January 2023, Farah has worked with several governmental clients, providing internal audit and consulting services including construction internal audit / cost verification services for various clients. Her skill competencies and experience include the following areas:

- Internal Audits, including:
  - Accounts Payable/Disbursement Cycle
  - Emergency Management Billing and Collection Function
  - Procurement/Purchasing Function
- Construction Payment Application Reviews/Validation, including:
  - General Conditions/General Requirements
  - Insurance and Bonds
  - Subcontractor Pay Applications
  - Lien releases/waivers
- Contractor/Subcontractor cost verification, including:
  - Contractor Payroll, including burden
  - Vendors, material suppliers
  - Subcontracts
  - Change Orders
  - Lien releases/waivers
  - Proof of payment

#### Education, Licenses & Certifications

- Bachelors, Eastern Florida State College
- Masters of Science in Accounting and Financial Forensics, Florida Institute of Technology
- Certified Fraud Examiner
- Pursuing CPA

#### Professional Affiliations

- American Institute of Certified Public Accountants (FICPA)

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CRlcpa.com

## 4. EXPERIENCE OF PERSONNEL



### Varvara Malasi

Staff Accountant

vmalasi@CRlcpa.com  
321.255.0088 | Phone



#### Representative Clients

- Brevard County, FL
- **The School Board of Broward County, FL**
- **The School Board of Lake County, FL**
- Martin County, FL
- Private Construction Firm
- Orlando Utilities Commission
- Jacksonville Port Authority
- Greater Orlando Aviation Authority

#### Experience

Varvara has approximately 4 years of experience in the accounting field with various private companies. Private industries served include aviation, and retail. Varvara has experience in the public sector industry as well.

Varvara performs operational, financial, compliance and investigate audits. She has experience in gathering, preparing, and analyzing data during the pre-audit phase to preparing the internal audit report. She has performed accounting functions such as record keeping and reconciliations.

Varvara recently joined Carr, Riggs & Ingram in December 2023 as an internal audit/consulting staff accountant. Varvara has worked with several governmental clients, providing internal audit and consulting services including construction internal audits/cost verification services and internal audits for various clients. Her skill competencies and experience include the following areas:

- Construction Payment Application Reviews/ Validations
- Construction Invoice Reviews
- Operational Audits including the following:
  - o Contract Compliance
  - o Vendor's policies and procedures Compliance
- Records Management Audits including the following:
  - o Public Record Requests
  - o Records Retention

#### Education, Licenses & Certifications

- Bachelor of Finance, University of Tirana, Faculty of Economy, Public Institution, Tirana, Albania
- Masters of Accounting and Auditing, University of Tirana, Faculty of Economy, Public Institution, Tirana, Albania





## **4.3.1 – Proposer’s Experience & Qualifications**

### **4.3.1.5 ATTRITION RATE**

Carr, Riggs & Ingram, LLC's Melbourne and Orlando offices' have had an above average retention rate for professional staff for our industry averaging five percent turnover the past three years. We are committed to maintaining continuity of key staff on all engagements/projects.

### **4.3.1.6 STATUS OF ANY DISCIPLINARY ACTION TAKEN OR PENDING**

CRI meets all specific requirements, rules and regulations imposed by state and federal law. The Firm has not been the subject of any disciplinary actions, nor are we aware of any actions pending, involving any regulatory bodies or professional organizations within the past three (3) years. Further, CRI is not the subject of any current or pending litigation as it relates to the services the Firm provides in the regular course of business.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.7 List at least three current or recently completed projects

Name and Location of the engagement: New Construction and Renovations, Lake Point Academy,  
Lake Minneola, Aurelia Cole Academy, **Lake County School District**

Nature of the Firm’s responsibility on the engagement:

Carr, Riggs & Ingram, LLC (“CRI”) has, and continues to, perform construction audits with a similar scope of services to those proposed in this request for proposal for the purpose of assisting Lake County Schools with determining the Construction Manager’s compliance with the financial aspects of their agreement, determining the final contract value, and identifying any funds that needed to be returned to Lake County Schools.

Name, address, telephone number for reference contact:

Mr. Thomas Mock, Internal Audit Director  
Lake County Schools  
201 West Burleigh BLVD  
Tavares, FL 32778  
[MockT@lake.k12.fl.us](mailto:MockT@lake.k12.fl.us)  
352.253.6599

Date the engagement was completed: 2 completed (June 2023), 1 ongoing

Size of the engagement (project dollar value): \$44,000,000

Description of Services for which the Firm’s staff was responsible:

CRI is involved in performing a similar scope of procedures to those listed in this proposal. We will be assisting the District with verification of project costs, internal charges, labor and labor burden testing, subcontractor change order and payment verification, tracing of Owner Direct Purchases, recalculation of general liability insurance charges, evaluation of Subguard charges, etc. Additionally, we have assisted the District with verification of Construction Manager rates for labor, labor burden, vehicle charges, insurances, etc. prior to the commencement of the projects. **This has resulted in over \$304,000 funds returned to the District to date. One construction closeout audit is in progress.**

Present status of the engagement: 2 reports issued, one engagement in process

Key professionals involved in this engagement: Rob Broline, Kayla Spellman, Farah Charles\*

\*The CRI professionals that are also included in the engagement team for this RFP.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.7 List at least three current or recently completed projects.

Name and Location of the engagement: Horizon West Middle School, **Orange County Public Schools**

Nature of the Firm’s responsibility on the engagement:

Carr, Riggs & Ingram, LLC (“CRI”) is performing agreed upon procedures attestation engagements with a similar scope of services to those proposed in this request for proposal for the purpose of assisting The School District of Orange County, Florida with determining the Construction Manager’s compliance with the financial aspects of their agreement, determining the final contract value, and identifying and obtaining the funds overpaid to the Construction Manager.

Name, address, telephone number for reference contact:

Mrs. Linda Lindsey, Sr. Director – Internal Audit  
Orange County Public Schools  
445 West Amelia Street  
Orlando, Florida 32801  
Phone: (407) 317-3700 x. 2002897

Date the engagement was completed: September 2021

Size of the engagement (project dollar value): \$29,000,000

Description of Services for which the Firm’s staff was responsible:

CRI is involved in performing a similar scope of procedures to those listed in this proposal. We will be assisting the District with verification of project costs, internal charges, labor and labor burden testing, subcontractor change order and payment verification, tracing of Owner Direct Purchases, recalculation of general liability insurance charges, evaluation of Subguard charges, etc. Additionally, we will make recommendations to processes and contract language, as needed.

**CRI has been performing construction cost closeout audits for over 330 projects for Orange County Public Schools (OCPS), which has resulted in millions of cost savings back to OCPS.**

Present status of the engagement: Ongoing

Key professionals involved in the engagement:

Matthew Incinelli\*  
Jason Hostetler\*

\*The CRI professionals that are also included in the engagement team for this RFP.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.7 List at least three current or recently completed projects.

Name and Location of the engagement: Las Olas Blvd Corridor Improvement Project – New Garage and Open Spaces; Aquatics Center Improvement Project, The City of Florida Community Redevelopment Agency, City of Fort Lauderdale, Florida

Nature of the Firm’s responsibility on the engagement:  
Carr, Riggs & Ingram, LLC (“CRI”) is performing pay application reviews and construction audit and consulting services with a similar scope of services to those proposed in this request for proposal for the purpose of assisting the City of Fort Lauderdale with determining the Construction Manager’s compliance with the financial aspects of their agreement, determining the final contract value, and identifying and obtaining any funds overpaid to the Construction Manager.

Name, address, telephone number for reference contact:  
Patrick Reilly, City Auditor  
City of Fort Lauderdale  
100 N. Andrews Ave.  
Fort Lauderdale FL 33301  
[PaReilly@fortlauderdale.gov](mailto:PaReilly@fortlauderdale.gov)  
954.828.4350

Date the engagement was completed: Expected April 2024; additional projects engaged

Size of the engagement (project dollar value): \$90,000,000

Description of Services for which the Firm’s staff was responsible:  
CRI services include the following: 1) assisting management with the development of key contract terms and conditions, 2) review and feedback relative to the GMP, 3) monthly pay application reviews, 4) analysis and feedback regarding construction manager change order requests, 5) construction contract compliance milestone and close-out audits. These services are for a Construction Manager at Risk contract, cost plus with a GMP and a Design/Build cost plus contract with a GMP with the City of Fort Lauderdale’s Community Redevelopment Agency totaling approximately \$90M. CRI has identified numerous contract improvements that resulted in cost savings and various reductions to the contract value, which were not in compliance with contractual requirements.

**Our above pay application and change order procedures resulted in over \$535,000 in funds returned to the City to date.**

Present status of the engagement: Issued Interim Reports with identified cost savings; Projects are ongoing

Key professionals involved in the engagement\*: Rob Broline, Matthew Incinelli, Kayla Spellman, Farah Charles.

\*All of the key CRI professionals listed are also included in the engagement team for this RFP.



### 4.3.1 – Proposer’s Experience & Qualifications

#### 4.3.1.7 List at least three current or recently completed projects.

Name and Location of the engagement: Internal Audit and Compliance Services, The School Board of Manatee County, Florida

Nature of the Firm’s responsibility on the engagement:

Over the last twelve years, CRI has worked with four Superintendents and four Audit Committee Chairs. During this period, we prepared the initial risk assessment and two enterprise-wide five-year risk assessments with updates performed annually. We have been involved in fraud investigations that have been turned over to law enforcement and The Office of the Inspector General of the Department of Education.

Name, address, telephone number for reference contact:

Jim Daniel, Audit Committee Chair  
The School Board of Manatee County, FL  
[DanielJ@manateeschools.net](mailto:DanielJ@manateeschools.net)  
941-9720-2683

Date the engagement was completed: Ongoing; annual contract

Size of the engagement (project dollar value): Engagement Budget - \$359,000 annual

Description of Services for which the Firm’s staff was responsible:

Our internal audit fieldwork covered all areas of finance, operations, and compliance, with the most recent reviews covering the following:

- |                                |                               |
|--------------------------------|-------------------------------|
| • Payroll                      | • Position Control            |
| • Purchasing                   | • Benefits                    |
| • Sales Surtax                 | • Construction Operations     |
| • Construction Contract Review | • Contract Compliance         |
| • Home School Transfers        | • Financial Aid – Pell Grants |
| • Transportation               | • Point of Sales System       |
| • Personnel                    | • Internal Accounts           |
| • Budget                       | • Post Audit Reviews          |

Present status of the engagement: Ongoing

Key professionals involved in the engagement\*: Rob Broline, Mark Smith, Renee Elario\*

\*All of the key CRI professionals listed are also included in the engagement team for this RFP.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.7 List at least three current or recently completed projects.

Name and Location of the engagement: Internal Audit and Compliance Services, The School Board of Sarasota County Schools, Florida

Nature of the Firm’s responsibility on the engagement:

Carr, Riggs & Ingram, LLC (“CRI”) was awarded an internal audit services contract at the end of 2020 to serve the School Board of Sarasota County as their outsourced internal audit function reporting to the newly established Audit Committee.

Name, address, telephone number for reference contact:

Bonnie E. Penner, Assistant Superintendent, Chief Financial Officer

The School Board of Sarasota County, FL

[Bonnie.penner@sarasotacountyschools.net](mailto:Bonnie.penner@sarasotacountyschools.net)

941-927-9000 ext. 31314

Date the engagement was completed: Ongoing; annual contract

Size of the engagement (project dollar value): Engagement Budget - \$100,000 annual

Description of Services for which the Firm’s staff was responsible:

For the initial scope of services, we were engaged to perform three internal audits, and have now completed an additional two internal audits, as well as performing follow up audits on the initial three internal audits. The completed internal audits include:

- Construction Operations
- Purchasing
- Contract Compliance – two major service providers
- Transportation
- Human Resources

Present status of the engagement: Ongoing

Key professionals involved in the engagement\*: Rob Broline, Mark Smith, Renee Elario\*

\*All of the key CRI professionals listed are also included in the engagement team for this RFP.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.7 List at least three current or recently completed projects.

Name and Location of the engagement: Internal Audit and Compliance Services, The School Board of Broward County Schools, Florida

Nature of the Firm’s responsibility on the engagement:  
Carr, Riggs & Ingram, LLC (“CRI”) was engaged assist the Office of the Chief Auditor to provide construction audit, operational audits, IT and compliance audits.

Name, address, telephone number for reference contact:

Joris Jabouin, Chief Auditor

The School Board of Broward County, FL

[Joris.jabouin#@browardschools.com](mailto:Joris.jabouin#@browardschools.com)

754-321-2400

Dave Rhodes, Acting Chief Auditor

[Dave.rhodes@browardschools.com](mailto:Dave.rhodes@browardschools.com)

754-321-2421

Date the engagement was completed: Ongoing; annual contract

Size of the engagement (project dollar value): Engagement Budget - \$350,000 annual

Description of Services for which the Firm’s staff was responsible:

We performed multiple internal audit, consulting and forensic services including the following projects performed in the last five years (2019 – 2024):

- Enhanced Hurricane Protection Areas
- Purchasing – Phase 1, Phase 2 – in process
- Forensic Investigations – 3 full, and 3 follow-ups, ongoing
- District-wide Risk Assessment – in process

Present status of the engagement: Ongoing

Key professionals involved in the engagement\*: Rob Broline, Ben Kincaid, Kayla Spellman, Farah Charles\*

\*All of the key CRI professionals listed are also included in the engagement team for this RFP.



### 4.3.1 – Proposer’s Experience & Qualifications

#### CONSTRUCTION CONTRACT AUDIT CLIENTS SERVED

In addition to the above construction project related summaries, the table below illustrates the historical and comprehensive experience of CRI in performing construction cost audit and contract compliance procedures for construction project owners – over **700 engagements to date**.

| Construction Project Owner                 | Number of construction contract audit projects | Beginning Year of Engagement |
|--|--|------------------------------|
| Melbourne Airport (FL)                     | 1  | 2016                         |
| Orange County Public Schools (FL)          | 331  | 1995                         |
| Brevard Public Schools (FL)                | 190  | 2005                         |
| Osceola County Public Schools (FL)         | 58   | 2005                         |
| Pinellas County Schools (FL)               | 56   | 2007                         |
| Wake County Public Schools, (NC)           | 51   | 2008                         |
| Lee County Public Schools (FL)             | 40   | 2005                         |
| Pasco County Public Schools (FL)           | 38   | 2006                         |
| Polk County Public Schools (FL)            | 29   | 2005                         |
| Orlando Health, Inc.                       | 14   | 2018                         |
| Volusia County Schools (FL)                | 13   | 2006                         |
| Indian River County Schools (FL)           | 13   | 2009                         |
| Seminole County Schools, (FL)              | 11   | 2016                         |
| Collier County Schools, (FL)               | 9  | 2018                         |
| Alachua County (FL)                        | 5  | 2019                         |
| Valencia College (FL)                      | 5  | 2012                         |
| University of North Florida (FL)           | 5  | 2007                         |
| Multi-national corporations*               | 5  | 2016                         |
| City of Fort Lauderdale (FL)               | 3  | 2017                         |
| Florida A&M University                     | 3  | 2014                         |
| Manatee County School District (FL)        | 3  | 2019                         |
| Emory University (GA)                      | 2  | 2014                         |
| Canaveral Port Authority (FL)              | 2  | 2012                         |
| Eastern Florida State College (FL)         | 2  | 2016                         |
| Brazoria County, (TX)                      | 1  | 2022                         |
| Flagler County, (FL)                       | 1  | 2022                         |
| Duval County Public Schools, Florida       | 1  | 2022                         |
| Southeast Georgia Health System            | 1  | 2019                         |
| Angleton Independent School District, (TX) | 1  | 2019                         |
| St. Johns County school District, (FL)     | 1  | 2018                         |
| City of Atlanta                            | 1  | 2018                         |
| Space Florida                              | 3  | 2019                         |
| Hertz Corporation (FL)                     | 1  | 2016                         |

It should be noted that in many cases, the value of the construction programs for the owners listed above was well in excess of \$200,000,000.

\* Names withheld due to confidentiality agreements.





## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.8 List examples of at least three (3) audits completed by Proposer within the past five (5) years that are similar to services being requested.

#### **Brevard County Government – Risk Assessment, Operational, Compliance Audits**

We have served as the outsourced internal auditors, in partnership with another accounting firm, for the Brevard County Board of County Commissioners since 2001. We have been integral in building a solid internal audit function that provides the County Commissioners and County Manager with findings and recommendations that are practical and can be implemented while taking into consideration the cost/benefit of making changes. We have performed numerous operational and compliance audits for the County’s Departments and Programs that demonstrates the breadth and depth of our internal audit services:

- Accounts Receivable
- Accounts Payable
- Animal Services
- Asset Management
- CDBG
- Central Services
- Central Cashier
- Facilities Management
- Facilities Maintenance
- Fire Rescue
- Health Care
- Human Resources
- Impact Fees
- Information Technology
- Library Services
- Licensing, Regulation, and Enforcement
- Merritt Island Redevelopment Agency
- Mosquito Control
- Parks and Recreation
- Public Works
- Purchasing / Procurement
- Purchasing Cards
- Stormwater - FCR
- Timekeeping and Overtime
- Transit Department – SCAT
- Water Resources Billing

We not only assess financial, operational, and compliance risk but also the risk associated with public perception. Over the years, we have provided numerous observations and recommendations that have resulted in operational and organizational increased efficiencies and greater effectiveness. Further, for all of our findings, we assign a ‘risk rating’ of high, moderate or low to assist with emphasizing the level of importance of the observation and to assist with prioritizing which recommendations to implement first. This categorization also allows the County to focus and allocate resources to the higher risk items as well as assists the Audit Committee and Commissioners to understand more clearly the significance and extent of the recommended actions to be implemented.

We perform follow-up procedures on a quarterly basis for each of the internal and operational audits to assist the Audit Committee and County Management to help ensure that open items are properly and effectively addressed and closed in a timely manner.

For over methodology utilized to perform the above operational and compliance audits, see section 4.3.1.9a – Approach below.



## 4.3.1 – Proposer's Experience & Qualifications

### 4.3.1.8 List examples of at least three (3) audits completed by Proposer within the past five (5) years.

#### **Orange County Public Schools, Lake County Public Schools, City of Fort Lauderdale – Construction Audits**

For the above representative clients, we assisted management in revising their standard construction contract to facilitate more favorable and equitable economic terms and conditions. We also performed construction pay application reviews and/or close-out agreed-upon, cost verification, audit procedures. Our procedures listed below resulted in cost savings as well as various recommendations for control and process improvements from contract development to project closeout as follows:

1. **Contract Development – Pre-contract / Preconstruction**
  - a. Assist management in the development of the contract to facilitate contractor compliance with the key business and economic terms
  - b. Provide contract language to enhance and facilitate recovery in the event of the identification of disallowable or unsupported costs
  - c. Propose provisions that reflect industry standards and best practices related to compensation structure
  - d. Participate in contract negotiation meetings as needed.
2. **Cost Proposal Review (Guaranteed Maximum Price)**
  - a. Review the GMP and perform analysis comparing to industry standards and best practices for the compensation structures for General Requirements and General Conditions, allowances etc.
  - b. Compare the proposed detailed GMP proposal to the terms and conditions of the contract to identify any conflicts and inconsistencies.
  - c. Participate in GMP proposal negotiation meetings, as needed.
  - d. Assist management in any cost revisions, development of notes, clarifications and exclusions, to the GMP as result of the negotiation process.
3. **Pay Application Reviews (Our standard pay application review checklist includes 25 steps) – sample steps include the following:**
  - a. Verify the contract value as represented on the payment application is correct
  - b. Verify the amounts reported on the payment application reconcile to previous payment applications and are mathematically accurate
  - c. Vouch charges to related supporting supplier / vendor invoices / sub-contractor pay applications, etc. (as applicable)
  - d. Verify labor and labor burden are charged in accordance with the contract
  - e. Confirm change orders are properly approved and incorporated into the pay application
  - f. Validate proper review and approval by the appropriate representatives
4. **Construction Closeout Audit(s) (Construction Contract Compliance Audit) - Key contract compliance activities include, but are not limited to:**
  - a. Review the applicable agreement and prepare contract summary in order to facilitate contractor compliance with the terms of the contract.
  - b. Obtain detailed job cost report from the Contractor for testing of general requirements, the general condition cost classification items and vouch to source documentation.
  - c. Reconcile contractor's job cost detail to billings in total in the final pay application and scheduled values.
  - d. Test larger subcontracts to verify that amounts billed by the CM agree to the amounts due and paid by the respective subcontractors, including contingency usage/change orders etc.
  - e. Vet results with contractor and participate in any settlement meetings, as needed.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.8 List examples of at least three (3) audits completed by Proposer within the past five (5) years

#### **The School Board of Manatee County, FL – Risk Assessment, Operational, Compliance Audits**

Over the last twelve years, CRI has worked with four Superintendents and four Audit Committee Chairs. During this period, we prepared the initial risk assessment and two enterprise-wide five year risk assessments with updates performed annually. We have been involved in fraud investigations that have been turned over to law enforcement and The Office of the Inspector General of the Department of Education. Our internal audit fieldwork covered all areas of finance, operations, and compliance, with the most recent reviews covering the following:

- Payroll
- Purchasing
- Sales Surtax
- Construction Contract Review
- Home School Transfers
- Transportation
- Personnel
- Budget
- Position Control
- Benefits
- Construction Operations
- Contract Compliance
- Financial Aid – Pell Grants
- Point of Sales System
- Internal Accounts
- Post Audit Reviews

We perform post audit reviews (follow-up) for all the audits we perform to ensure that management implements our recommendations accurately and in a timely manner.

As to our standard approach utilized to perform these audits, see section 4.3.1.9a – Approach below.



## 4.3.1 – Proposer’s Experience & Qualifications

### 4.3.1.9a Approach and Methodology

For more specific construction audit risk-based procedures, see 4.3.1.7 and 4.3.1.8 above.

#### **Phase 1 – Planning - Understanding and Documentation of the Contract Key Terms / Process**

During the first phase, we will hold an entrance conference with key management and personnel to discuss the scope and objectives, obtain preliminary data, and establish working arrangements. We will request any relevant contract documents, SBBC policies and procedures, organization charts, federal and state statutes etc. Additionally, we will conduct various facilitated sessions, interviews and walkthroughs with responsible personnel and document key contract terms, processes, the associated internal controls (including general computer / application controls) and process owners’ respective roles, as applicable. The primary purpose is to document our understanding of the contract terms / processes to identify any matters of risk or compliance or other concerns that may affect the timing and extent of our detailed contract / internal controls and compliance testing and to identify any findings and relevant improvement opportunities. Often times, in the facilitated sessions and interviews, we identify significant control gaps and improvement opportunities. Those closest to the process often provide the most valuable insight and transparency.

#### **Phase 2 – Executing - Detailed Testing**

The purpose of this phase is to perform risk-based testing procedures based on our understanding of the key contract terms, processes and internal control structure, SBBC policies and procedures, ordinances, and Federal and Florida State Statutes, as applicable. We will determine the scope and extent of our detailed testing based on the overall risk assessment and our specific understanding of the contract(s), processes and related controls obtained in the activities of phase 1 of our approach. We will perform various types of sampling techniques and data analytics in our internal controls and compliance testing. Sampling methods include: random, judgmental, haphazard, etc. Analytical, data sampling and mining tools include: ActiveData and IDEA. Throughout the detailed testing phase, we will vet the preliminary results (observations, findings, gaps, improvement opportunities, etc.) with the process owners and key management personnel to verify the accuracy and completeness

#### **Phase 3 – Reporting – Results of Testing**

At the conclusion of our procedures, we will document our understanding of the contract key terms / process / function and related internal controls and summarize our findings. We will conduct an exit conference with the relevant SBBC management to present our draft report with our findings and proposed recommendations for remediation and /or process improvement opportunities. We will incorporate management’s action plan into our report and provide copies to the Chief Auditor and other personnel as directed by the SBBC. We will tailor our reporting format / organization as directed by the Chief Auditor. For construction audit closeout engagements, we will identify and quantify any potential cost savings/recovery as part of the final deliverable.

#### **Follow-up**

We will perform follow-up procedures at the request and guidance of the Chief Auditor to help ensure that open items are properly and effectively addressed and closed in a timely manner.



**4.3.1.9b Provide a minimum of three references, clients either past or current, for whom Proposer has provided professional auditing services**

| Contact Information  | Description Of Services Provided   |
|--|--|
| Mr. Thomas Mock, Internal Audit Director<br>Lake County Schools<br>201 West Burleigh BLVD<br>Tavares, FL 32778<br><a href="mailto:MockT@lake.k12.fl.us">MockT@lake.k12.fl.us</a><br>352.253.6599   | Construction, IT, Operational & Internal Audits including multiple contract review, GMP review, and construction cost closeout audits  |
| Patrick Reilly, City Auditor<br>City of Fort Lauderdale<br>100 N. Andrews Ave.<br>Fort Lauderdale FL 33301<br><a href="mailto:PaReilly@fortlauderdale.gov">PaReilly@fortlauderdale.gov</a><br>954.828.4350   | Pay Application internal controls<br>Pay Application Reviews<br>Contract analysis, reconciliation of job cost detail to final pay application, job cost charges, subcontractor change orders, verification of owner direct purchases, labor sampling, analysis of labor burden, general liability insurance & Subguard<br>Projects size: \$90M |
| Mrs. Linda Lindsey, Sr. Director – Internal Audit<br>Orange County Public Schools<br>445 West Amelia Street<br>Orlando, Florida 32801<br><a href="mailto:Linda.Lindsey@ocps.net">Linda.Lindsey@ocps.net</a><br>407-317-3700 x. 2002897   | Construction Costs Agreed-Upon Procedures<br>Internal Accounts Audit, Property Validation Agreed-Upon Procedures   |
| Jim Daniel, Audit Committee Chair<br>The School Board of Manatee County, FL<br>215 Manatee Avenue West<br>Bradenton, FL 34205<br><a href="mailto:DanielJ@manateeschools.net">DanielJ@manateeschools.net</a><br>941-972-2683  | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits  |
| Bonnie E. Penner, Assistant Superintendent, Chief Financial Officer<br>The School Board of Sarasota County, FL<br>1980 Landings Blvd.<br>Sarasota, FL 34231<br><a href="mailto:Bonnie.penner@sarasotacountyschools.net">Bonnie.penner@sarasotacountyschools.net</a><br>941-927-9000 ext. 31314 | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits  |
| Brevard County<br>2725 Judge Fran Jamieson Way Melbourne, FL 32940<br>Frank Abbate, County Manager<br><a href="mailto:frank.abbate@brevardfl.us">frank.abbate@brevardfl.us</a><br>321.653.2001   | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits<br>Grant Compliance<br>Project size: NA<br>County Annual Budget: \$1BM   |



### 4.3.2 Scope of Services Provided

| Section | 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. | YES                   |                                 |                         |
| 4.3.2.2 | Awardee(s) shall provide construction, operational and information technology auditing services in accordance with Government Auditing Standards.   | YES                   |                                 |                         |
| 4.3.2.3 | Awardee(s) shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.  | YES                   |                                 |                         |
| 4.3.2.4 | Awardee(s) shall provide special analysis, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.  | YES                   |                                 |                         |
| 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.  | YES                   |                                 |                         |
| 4.3.2.6 | Awardee(s) shall provide forensic auditing services in accordance with Governmental Auditing Standards and/or American Institute of CPAs.   | YES                   |                                 |                         |
| 4.3.2.7 | Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement as stated in Attachment H.  | YES                   |                                 |                         |



### 4.3.3 Cost of Services

| Item       | Job Title                    | Estimated Qty* | U/M   | Unit Price | Total Cost   |
|------------|------------------------------|----------------|-------|------------|--------------|
| 1          | Partner/Principal Consultant | 25             | hours | \$ 280.00  | \$ 7,000.00  |
| 2          | Senior Manager/Manager       | 90             | hours | \$ 215.00  | \$ 19,350.00 |
| 3          | Senior Auditor               | 200            | hours | \$ 155.00  | \$ 31,000.00 |
| 4          | Staff Auditor                | 100            | hours | \$ 125.00  | \$ 12,500.00 |
| Total Cost |                              |                |       |            | \$ 69,850.00 |

\*Note: We understand that 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



#### 4.3.4 S.M.WBE Participation

We plan to utilize Pamela J L'Heureux CPA, PLLC as our MWBE partner and we are committed to be compliant with SBBC MWBE participation goals for each negotiated scope of work as applicable based on her specific skills and experience. Pamela J L'Heureux CPA, PLLC was a certified MWBE for Greater Orlando Aviation Authority and Orange County, FL. Her renewal is pending. Ms. L'Heureux is the process of submitting her application to become a certified MWBE for Broward County. The goal would be 10 to 15% participation.

The Awardee will be required to submit a Small Business Enterprise (S/M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to S/M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each S/M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the S/M/WBE(s) received payment or not, until all committed remuneration has been received by the S/M/WBE(s).

State your willingness to comply with this requirement. Yes     X





# REQUIRED FORMS

**Attachment A - W/M/WBE Monthly Subcontractor Utilization Report**

**Attachment B - Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**

**Attachment C - W-9 Form**

**Attachment D - Drug Free Work Place**

**Attachment E - Sample Agreement**

**Attachment F - Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transactions**

**Attachment G - ACH Payment Agreement Form**

**Attachment H - Workers' Compensation Affidavit**

**Attachment I - Reference**

## **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: Carr, Riggs & Ingram, LLC

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: Robert L. Broline Jr. Partner

Signature: Robert L. Broline Jr. Date: 4/5/24

**Economic Development & Diversity Compliance Department**

7720 West Oakland Park Blvd, Sunrise, FL 33351 • (754) 321-1517 [www.BrowardSchools.com/SDOP](http://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**

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## **Document 00467: Supplier Diversity Outreach Program Guidelines**

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



## MONTHLY UTILIZATION REPORT (MUR)

### REPORTING REQUIREMENTS

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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](mailto: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](http://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

Robert L. Broline, Jr.

Printed Name of Official

Carr, Riggs & Ingram, LLC

Company Name

215 Baytree Drive

Business Address

Melbourne FL 32940

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.

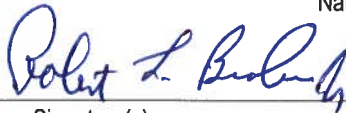
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Carr, Riggs & Ingram, LLC

Organization Name

Robert L. Broline, Jr.

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



Signature(s)

April 5, 2024

Date

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### **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.

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## ATTACHMENT D – REFERENCES

### **MUST BE COMPLETED BY ALL PROPOSERS**

**Company Name:** Carr, Riggs & Ingram, LLC

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:    | Lake County Schools   |                     |  |
| Contact Person:  | Thomas Mock, Internal Audit Director  |                     |  |
| Contact's Email: | MockT@lake.k23.fl.us  |                     |  |
| Contact's Phone: | 352-253-6599  | Date(s) of Service: |  |
| Scope of Work:   | Construction, IT, Operational & Internal Audits including multiple contract review, GMP review, and construction cost closeout audits |                     |  |

| REFERENCE 2      |  |                     |               |
|------------------|--|---------------------|---------------|
| Name of Firm:    | City of Fort Lauderdale  |                     |               |
| Contact Person:  | Patrick Reilly, City Auditor   |                     |               |
| Contact's Email: | PaReilly@dortlauderdale.gov  |                     |               |
| Contact's Phone: | 954-828-4350   | Date(s) of Service: | 2017- present |
| Scope of Work:   | Pay Application internal controls, Pay Application Reviews, Contract analysis, reconciliation of job cost detail to final pay application, job cost charges, subcontractor change orders, verification of owner direct purchases, labor sampling, analysis of labor burden, general liability insurance & Subguard<br>Projects size: \$90M |                     |               |

| REFERENCE 3      |  |                     |  |
|------------------|--|---------------------|--|
| Name of Firm:    | Orange County Public Schools   |                     |  |
| Contact Person:  | Linda Lindsey, Sr. Director - Internal Audit   |                     |  |
| Contact's Email: | Linda.Lindsey@ocpa.net   |                     |  |
| Contact's Phone: | 407-317-3700 x 2002897   | Date(s) of Service: |  |
| Scope of Work:   | Construction Costs Agreed-Upon Procedures, Internal Accounts Audit, Property Validation Agreed-Upon Procedures |                     |  |

## ATTACHMENT D – REFERENCES

### **MUST BE COMPLETED BY ALL PROPOSERS**

**Company Name:** Carr, Riggs & Ingram, LLC

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:    | The School Board of Manatee County, Florida   |                     |  |
| Contact Person:  | Jim Daniel, Audit Committee Chair   |                     |  |
| Contact's Email: | DanielJ@manateeschoolsw.net   |                     |  |
| Contact's Phone: | 941-972-2683  | Date(s) of Service: |  |
| Scope of Work:   | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits |                     |  |

| REFERENCE 2      |   |                     |  |
|------------------|---|---------------------|--|
| Name of Firm:    | The School Board of Sarasota County, Florida  |                     |  |
| Contact Person:  | Bonnie E. Penner, Chief Financial Officer   |                     |  |
| Contact's Email: | Bonnie.penner@sarasotacountyschools.net   |                     |  |
| Contact's Phone: | 941-927-9000 ext 31314  | Date(s) of Service: |  |
| Scope of Work:   | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits |                     |  |

| REFERENCE 3      |  |                     |                |
|------------------|--|---------------------|----------------|
| Name of Firm:    | Brevard County   |                     |                |
| Contact Person:  | Frank Abbate, County Manager   |                     |                |
| Contact's Email: | frank.abbate@brevardfl.us  |                     |                |
| Contact's Phone: | 321-653-2001   | Date(s) of Service: | 2001 - present |
| Scope of Work:   | Outsourced Internal Auditors, Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits, Grant Compliance<br>Project size: NA<br>County Annual Budget: \$1BM |                     |                |

## ATTACHMENT D – REFERENCES

### MUST BE COMPLETED BY ALL PROPOSERS

**Company Name:** Carr, Riggs & Ingram, LLC

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 4      |   |                     |  |
|------------------|---|---------------------|--|
| Name of Firm:    | The School Board of Manatee County, Florida   |                     |  |
| Contact Person:  | Jim Daniel, Audit Committee Chair   |                     |  |
| Contact's Email: | DanielJ@manateeschoolsw.net   |                     |  |
| Contact's Phone: | 941-972-2683  | Date(s) of Service: |  |
| Scope of Work:   | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits |                     |  |

| REFERENCE 5      |   |                     |  |
|------------------|---|---------------------|--|
| Name of Firm:    | The School Board of Sarasota County, Florida  |                     |  |
| Contact Person:  | Bonnie E. Penner, Chief Financial Officer   |                     |  |
| Contact's Email: | Bonnie.penner@sarasotacountyschools.net   |                     |  |
| Contact's Phone: | 941-927-9000 ext 31314  | Date(s) of Service: |  |
| Scope of Work:   | Outsourced Internal Auditors<br>Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits |                     |  |

| REFERENCE 6      |  |                     |                |
|------------------|--|---------------------|----------------|
| Name of Firm:    | Brevard County   |                     |                |
| Contact Person:  | Frank Abbate, County Manager   |                     |                |
| Contact's Email: | frank.abbate@brevardfl.us  |                     |                |
| Contact's Phone: | 321-653-2001   | Date(s) of Service: | 2001 - present |
| Scope of Work:   | Outsourced Internal Auditors, Risk Assessments, Internal Controls/Process Operational Assessments & Internal Audits, Grant Compliance<br>Project size: NA<br>County Annual Budget: \$1BM |                     |                |

**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 Robert L. Broline, Jr.  
(Print individual's name and title)

for Carr, Riggs & Ingram, LLC  
(Print name of entity submitting sworn statement)

whose business address is 215 Baytree Drive Melbourne FL 32940

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1396621  
(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, 20 24.

Personally known ☒

or

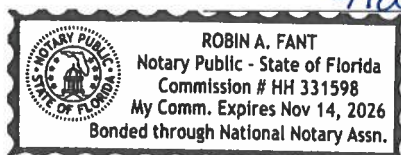
Produced Identification ☐

(Type of Identification)

Notary Public State of: Florida  
My commission expires: 11/14/2026

Robin A. Fant

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



Robin A. Fant  
(Notary Public Signature)



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |   |  |
|--|---|--|
| Print or type.<br>See Specific Instructions on page 3.           | <b>1</b> 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.)<br><u>Carr, Riggs &amp; Ingram, LLC</u>  |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above.  |  |
|  | <b>3a</b> 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.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <u>P</u><br><b>Note:</b> 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.<br><input type="checkbox"/> Other (see instructions) | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|  | <b>3b</b> 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"/>   |  |
|  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><u>215 Baytree Drive</u>   | <b>Requester's name and address (optional)</b><br><u>Welsh Construction</u><br><u>3845 W. Eau Gallie Blvd, Ste</u><br><u>101 Melbourne, FL 32934</u>   |
| <b>6</b> City, state, and ZIP code<br><u>Melbourne, FL 32940</u> |   |  |
| <b>7</b> List account number(s) here (optional)                  |   |  |

## Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |
|                                       |   |   |   | - |   |   |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |
| 7                                     | 2 | - | 1 | 3 | 9 | 6 | 6 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

- 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.

**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.

|                  |   |                    |
|------------------|---|--------------------|
| <b>Sign Here</b> | Signature of U.S. person <u>Paula J. Craine</u> | Date <u>1/1/24</u> |
|------------------|---|--------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**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](http://www.irs.gov/FormW9).

## What's New

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.

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).

## Purpose of Form

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



**Procurement & Warehousing Services**

**Mauricio R. Stradiotti, Director**

7720 W. Oakland Park Boulevard

Sunrise, Florida 33351

phone: 754-321-0501 • fax: 754-321-0936

[mauricio.stradiotti@browardschools.com](mailto:mauricio.stradiotti@browardschools.com)

[www.browardschools.com/PWS](http://www.browardschools.com/PWS)

**The School Board of  
Broward County, Florida**

Lori Alhadeff, Chair  
Debra Hixon, Vice Chair

Torey Alston  
Brenda Fam, Esq.  
Dr. Jeff Holness  
Sarah Leonardi  
Nora Rupert  
Dr. Allen Zeman

Dr. Howard Hepburn  
Superintendent of Schools

November 18, 2024

Robert L. Broline, Jr., Engagement Partner  
215 Baytree Drive  
Melbourne, Florida 32940

RE: RFP25-001- Professional Auditing Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Carr, Riggs & Ingram, LLC. This is the result of the School Board's approval on November 13, 2024, for Item OO-14. Full details are outlined in the Agreement.

Sincerely,



Mauricio R. Stradiotti, Director  
Procurement & Warehousing Services

MRS: bm  
Attachment(s)

cc: Belinda Defoor, Purchasing Agent III  
Ali Arcese, Director, Audits  
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Status: ADDED ITEM

|                    |                                    |
|--------------------|------------------------------------|
| 2024-11-13         | Regular School Board Meeting       |
| <b>CATEGORY:</b>   | OO. Operations & Facilities        |
| <b>DEPARTMENT:</b> | Procurement & Warehousing Services |

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

|                          |  |
|--------------------------|--|
| <b>TITLE:</b>            | <b>RFP25-001- Professional Auditing Services</b>   |
|                          | <b>ADDED</b>   |
| <b>REQUESTED ACTION:</b> | <b>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 &amp; Ingram, LLC; HCT Certified Public Accountants and Consultants LLC; RSM US, LLP; and S. Davis and Associates P.A. District-wide.</b> |

**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 &amp; Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in  
Open Board  
Meeting On:

November 13, 2024

By:

*Lois Almadoff*

School Board Chair

# 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

**CARR, RIGGS & INGRAM, LLC**

(hereinafter referred to as “VENDOR”),  
whose principal place of business is  
215 Baytree Drive, Melbourne, Florida 32940

**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 | \$280.00/hr. |
| 2) | Senior Manager/Manager       | \$215.00/hr. |
| 3) | Senior Auditor               | \$155.00/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 contract 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 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](mailto: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](mailto: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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>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: Robert L. Broline, Jr., Engagement Partner  
215 Baytree Drive  
Melbourne, Florida 32940

With a Copy to: Deborah A. Goode, Relationship Partner  
215 Baytree Drive  
Melbourne, Florida 32940

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](mailto: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/  
*Agreement with Carr, Riggs & Ingram, LLC*

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 3<sup>rd</sup> 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.** incorporated into this Agreement by reference.

The RFP, its Addendum, and the Proposal are

### **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 under this Agreement. 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.

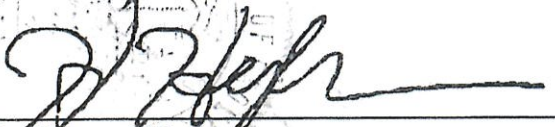
**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the Effective Date.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Dr. Howard Hepburn  
Superintendent of Schools

By: 

Lori Alhadeff, Chair

Date: 11/13/24

Approved as to Form and Legal Content:

**Maya  
Moore**

Digitally signed by Maya Moore  
Reason: Carr, Riggs & Ingram  
Agreement  
Date: 2024.09.17 15:23:18  
-04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

\_\_\_\_\_, Secretary

-or-

M. Mchulky  
Witness  
Hester Marie  
Witness

CARR, RIGGS & INGRAM, LLC.

By Robert L Broline Jr  
Signature

Printed Name: Robert L Broline Jr.

Title: Partner

Date: 9/17/24

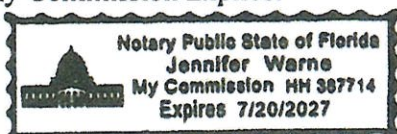
**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Sept 17th 2024 (date) by Robert L Broline Jr (name of officer or agent, title of officer or agent) of Carr Riggs & Ingram (name of corporation acknowledging), a Alabama (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 17th day of September, 2024.

My Commission Expires:



(SEAL)

Jennifer Warne  
Signature - Notary Public

Jennifer Warne  
Print Name of Notary

HH 387714  
Notary's Commission No.