



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE May 16 2017 10:05AM - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
EE-2.

AGENDA ITEM ITEMS

Time

CATEGORY EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
Recommendation of \$500,000 or Greater - 18-015V External Independent Financial Auditing Services

REQUESTED ACTION:
 Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: June 1, 2017, through November 30, 2019, 2 Years, 6 Months;
 User Department: Office of the Chief Auditor; Award Amount: \$800,000; Awarded Vendor(s): Moore Stephens Lovelace, P.A.; Minority/Women Business
 Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
 This contract includes a financial audit as required by Section 218.39, Florida Statutes, as required and directed by the District for the fiscal years ending June 30, 2017, June 30, 2018, and June 30, 2019. The scope of the audit will exclude financial audits of the School Internal Accounts (school and activity funds) and the financial activities of component units. Component units include all Charter schools approved by the District and operating within a fiscal year and the Foundation for Broward County Public Schools.
 The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
 A copy of the bid documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/18-015V_ExternalIndependent_FinancialAuditingSvcs_Rev.pdf

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 The estimated financial impact to the District will be \$800,000. The funding source will come from the Office of the Chief Auditor's operating budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluation

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Patrick Reilly	Phone: 754-321-2400
Name: Mary Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On:

MAY 16 2017

Signature
 Maurice Woods
 5/8/2017, 9:09:29 AM

By: *Abby M. Freedman*
 School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 18-015V – External Independent Financial Auditing Services

This Request for Proposal (RFP) 18-015V for External Independent Financial Auditing Services will be used by the Office of the Chief Auditor to conduct a financial audit as required by Section 218.39, Florida Statutes, and directed by the District for the fiscal years ending June 30, 2017; June 30, 2018; and June 30, 2019. The scope of the audit will exclude financial audits of the School Internal Accounts (school and activity funds) and the financial activities of component units. Component units include all charter schools approved by the District and operating within a fiscal year and the Foundation for Broward County Public Schools.

This request is to approve the recommendation to award RFP 18-015V for two (2) years and six (6) months, from June 1, 2017, through November 30, 2019, or upon the completion and delivery of all required financial reports, with a renewal option for two (2) additional years. Spending authority being requested is \$800,000, which represents the annual charge of \$250,000 for three (3) years, with an additional \$50,000 to cover additional professional services based on contracted hourly rates included in the agreement. The funding for the services procured under this RFP will come from the Office of the Chief Auditor's operating budget.

The approval of this recommendation does not mean the authorized amount will be spent.

The solicitation for this RFP ran from February 9, 2017, through March 9, 2017; four hundred and seventy-six (476) vendors were notified, twenty-two (22) vendors downloaded the RFP, and two (2) proposals were received prior to bid opening. The evaluation committee meeting was held on March 16, 2017, consisting of five (5) members; and in accordance with the requirements of the RFP, Moore Stephen's Lovelace, P.A., is being recommended for award. Moore Stephen's Lovelace, P.A., has collaborated with S. Davis & Associates P.A., a vendor with the District to work with them on designated areas.

The previous solicitation 12-035N was awarded to Mcgladrey & Pullen, LLP, started April 4, 2012, and expires on May 31, 2017.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of May, 2017, 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

MOORE STEPHENS LOVELACE, P.A.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
701 Brickell Avenue, Suite 550
Miami, FL 33131

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 18-015V, External Independent Financial Auditing Services (herein after referred as "RFP"), dated February 9, 2017 and amended by Addendum Number 1, dated February 9, 2017, Addendum Number 2, dated February 9, 2017, Addendum Number 3, dated February 23, 2017, and Addendum Number 4, dated March 1, 2017, which is incorporated by reference herein, for the purpose of receiving proposals for External Independent Financial Auditing Services; and

WHEREAS, VENDOR shall conduct a financial audit as required by Section 218.39, Florida Statutes, as required and directed by SBBC for the fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019. The scope of the audit will exclude financial audits of the School Internal Accounts (School and Activity Funds) and the financial activities of component units. Component units include all Charter Schools approved by SBBC and operating within a fiscal year and the Broward Education Foundation; and

WHEREAS, VENDOR is willing to provide such services to the SBBC; and

WHEREAS, VENDOR offered a proposal dated March 9, 2017, (herein after referred to as "Proposal") which is incorporated by reference herein; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

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

1.0 **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

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **June 1, 2017** and conclude on **November 30, 2019** . The term of the contract may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods at terms to be negotiated after completion and submission of the audit report for the year ending June 30, 2019. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from VENDOR, prior to the end of the current contract period. VENDOR will be notified when the School Board has acted upon the recommendation.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the services described in Attachment A (Scope of Services).

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

- First: This Agreement, then
- Second: Addendum No.4, then
- Third: Addendum No.3, then
- Fourth: Addendum No.2, then
- Fifth: Addendum No.1, then
- Sixth: RFP 18-015V External Independent Financial Auditing Services, then
- Seventh: Proposal submitted in response to the RFP by the VENDOR

2.03 **Cost of Services:** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule providing the first 25% by the end of July, the next 25% by the end of August, 30% by the end of October and final annual payment of 20% by the end of November:

Fiscal Year	Annual Audit	Single Audit	Total
2016-2017	\$210,000	\$40,000	\$250,000
2017-2018	\$210,000	\$40,000	\$250,000
2018-2019	\$210,000	\$40,000	\$250,000
2019-2020 (Renewal Year)	\$210,000	\$40,000	\$250,000
2020-2021 (Renewal Year)	\$210,000	\$40,000	<u>\$250,000</u>
TOTAL**			<u>\$1,250,000</u>

** When applicable, total fees shall be reduced by \$40,000 as detailed Exhibit A, No.4

SBBC’s preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

VENDOR shall submit ACH form to SBBC upon signing this agreement.

2.04 **Rates for Additional Professional Services:** If SBBC requests the use of VENDOR’s staff to provide additional services. VENDOR will meet with SBBC staff to properly determine the magnitude and scope of additional services requested. VENDOR agrees to provide additional professional services that will be mutually agreed upon by VENDOR and the Office of

the Chief Auditor, in writing, outlining the scope of services and obtain SBBC authorization before providing the requested additional services. The rates to be applied to any additional services requested by SBBC are as follows:

<u>Title/Specialty</u>	<u>Hourly Rate</u>
Paraprofessional	\$75.00
Junior Accountant	\$105.00
Senior Accountant	\$140.00
Manager	\$190.00
Partner	\$275.00
Specialists	\$180.00

2.05 **Manner of Payment:** Progress payments for professional services outlined in section 2.04 will be based on hours of work completed during the course of the engagement. Based on the size and scope of the additional professional services, payment schedule shall be determined by VENDOR and the Office of the Chief Auditor.

2.06 **Inspection of VENDOR 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 Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or 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 any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR 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.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *the 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.

(e) Failure to Permit Inspection. Failure by *VENDOR* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *VENDOR* claims for payment by SBBC.

(f) 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 *the VENDOR*. If the audit discloses billings or charges to which *the VENDOR* is not contractually entitled, the *VENDOR* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *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 shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *VENDOR* pursuant to this Agreement and such excluded costs shall become the liability of *the VENDOR*.

(h) 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.

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

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

With a Copy to: Chief Auditor
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

To VENDOR: Moore Stephens Lovelace, P.A.
Daniel J. O'Keefe, Shareholder
701 Brickell Avenue, Suite 550
Miami, FL 33131

With a Copy to: S. Davis & Associates, P.A.
Shaun Davis, Managing Partner
2521 Hollywood Blvd.
Hollywood, FL 33020

2.08 **BACKGROUND SCREENING.**

VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of 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. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. 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 to maintain the fingerprints provided with respect to the 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 immediately with no further responsibilities or duties 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 and 1012.465, Florida Statutes.

2.09 **Insurance Requirements.**

(a) 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.

(b) Worker's 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) 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 VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by VENDOR must be

furnished to SBBC indicating the following: VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

(e) 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.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance: The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation Of Insurance. VENDORS are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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

ARTICLE 3 – GENERAL CONDITIONS

3.0 **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 shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.01 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations 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 shall be 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 contract.

3.02 **Independent Contractor.** The parties to this agreement shall at all times be 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 shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be 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.

3.03 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.04 **M/WBE Commitment.** As consideration for being awarded this Agreement, VENDOR shall maintain forty five percent (45%) M/WBE participation in this Agreement. VENDOR shall utilize S. Davis & Associates, P.A. (M/WBE firm), Certificate #7007-762 to provide qualified personnel to work with VENDOR's audit staff on designated areas.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program prior to replacement of the entity listed above. Utilizing an entity other than the one listed, will be considered a breach of this Agreement; and VENDOR is subject to debarment and any other remedy available for breach of this Agreement.

VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE VENDORS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE VENDOR participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.05 **Termination.** This Agreement may be canceled 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. SBBC shall have 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, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that 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, in the event 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 shall be 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 shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be 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 shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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 transfer 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, Insert Name 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or

subcontractors, to 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.

3.11 **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.

3.12 **Place of Performance.** All obligations of SBBC 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.

3.13 **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 controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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 shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.16 **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.

3.17 **Incorporation by Reference.** Attachment A, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **Severability.** In the event that 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 shall not

affect the remaining portions of this Agreement and the same shall 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 herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was 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.

3.21 **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.

3.22 **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 shall not be deemed 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 shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **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, 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.

3.24 **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 shall survive the termination of this Agreement.

3.25 **Contract 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.

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

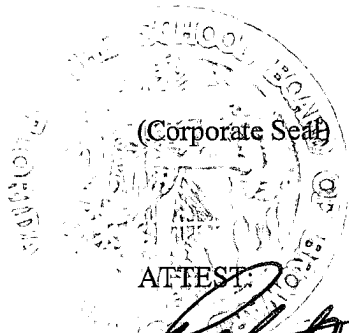
A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

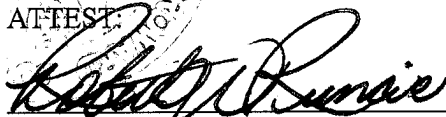
B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which 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 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 be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



ATTEST:

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.05.05 17:05:30 -04'00'

Office of the General Counsel

FOR VENDOR

{Corporate Seal}

Moore Stephens Lovelace, P.A.

ATTEST:

By Daniel J. O'Keefe
Daniel J. O'Keefe, Shareholder

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

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

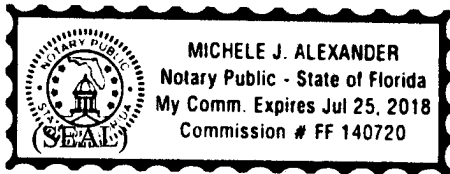
STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5th day of May, 2017 by Daniel J. O'Keefe of Moore Stephens Lovelace, P.A. on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:



Michele J. Alexander
Signature - Notary Public

Michele J. Alexander
Printed Name of Notary

July 25, 2018 FF 140720
Notary's Commission No.

ATTACHMENT A

SCOPE OF SERVICES

1. VENDOR shall provide a financial audit of SBBC as required by Section 218.39, Florida Statutes, and as defined in Chapter 10.800, Rules of the Auditor General. The scope of the audit will exclude financial audits of the School Internal Accounts (School and Activity Funds) and the financial activities of component units. Component units include all Charter Schools approved by SBBC and operating within a fiscal year and the Foundation for Broward County Public Schools. The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA), the standards as set forth by the Governmental Accounting Standards Board (GASB) for state and local governments, the provisions of the Single Audit Act of 1984, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audits of State and Local Governments", and in conjunction with Florida State Statutes.
2. VENDOR shall provide, at a minimum, reports on the fair presentation of the financial statement, the internal control structure of the district and compliance with all applicable laws and regulations. A management letter must also be provided that contains recommendations for improvement in the internal controls of the District and that describes any significant audit findings. If any fraud or illegal acts are uncovered during the audit, immediate notification should be made to the Superintendent or his designee.
3. The annual audit must be scheduled to be completed no later than **November 1st** of each year. Should the VENDOR encounter any delays that could jeopardize the **November 1st** completion date, VENDOR will communicate immediately with the Office of the Chief Auditor.
4. The Auditor General will conduct a financial audit including the Single Audit every third year as provided in Florida Statutes. In the years that the Auditor General conducts the Single Audit, the VENDOR will exclude the Single Audit portion of the engagement and should provide for a reduced fee of \$40,000. This RFP will cover the fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019 (FY17, FY18 and FY19).
5. VENDOR must keep the District abreast of new and upcoming accounting standards or practices that directly affect the District. VENDOR must be available to the District for technical expertise, and to provide answers to accounting questions throughout the length of the contract.
6. In order to maintain the expertise of those employees of SBBC that either account for or audit the records of the school system, VENDOR shall be required to provide continuing professional education seminars for a total of 16 hours per year.
7. VENDOR must commit to a size of professional auditing staff commensurate with the size of the audit engagement to ensure sufficient breadth of knowledge and coverage of the audit and meet audit deadlines. Also, sufficient continuity of audit staff must be maintained to prevent audit inefficiencies as much as possible.

The School Board of Broward County, Florida
Procurement & Warehousing Services

ITB / RFP No.:	<u>18-015V</u>	Tentative Board Meeting Date*:	<u>MAY 16, 2017</u>
Description:	<u>EXTERNAL INDEPENDENT FINANCIAL</u>	Notified:	<u>476</u>
	<u>AUDITING SERVICES</u>	Downloaded:	<u>22</u>
		ITB / RFP Rec'd:	<u>2</u>
For:	<u>OFFICE OF THE CHIEF AUDITOR</u>	No. Bids:	<u>0</u>
		ITB / RFP Opening:	<u>MARCH 9, 2017</u>
Fund:	<u>DEPARTMENT'S OPERATING BUDGET</u>	Advertised Date:	<u>FEBRUARY 12, 2017</u>

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **MARCH 17, 2017 at 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

IN ACCORDANCE WITH SECTION 5.0 OF RFP 18-015V, PROPOSALS RECEIVED WERE REVIEWED AND SCORED BY AN EVALUATION COMMITTEE CONSISTING OF:

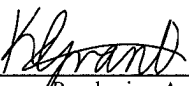
- PATRICK REILLY, CHIEF AUDITOR – OFFICE OF THE CHIEF AUDITOR
- DR. HENRY MACK – CHAIRPERSON – AUDIT COMMITTEE
- DANIEL TRAEGER – AUDIT COMMITTEE MEMBER
- DR. NATHALIE LYNCH-WALSH – AUDIT COMMITTEE MEMBER
- KIRK FROHME – AUDIT COMMITTEE MEMBER

THE EVALUATION COMMITTEE HAS RECOMMENDED THAT THE PROPOSER LISTED BELOW IS RECOMMENDED FOR APPROVAL BY THE SCHOOL BOARD. THE BASIS OF AWARD IS THE PROPOSAL WITH THE HIGHEST NUMBER OF POINTS, HOWEVER THE COMMITTEE HAD THE OPTION TO CHOOSE MULTIPLE AWARDEES IF DESIRED.

❖ MOORE STEPHENS LOVELACE, P.A.

THIS AWARD WILL BE CONTINGENT UPON THE SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSERS.

CONTRACT PERIOD: JUNE 1, 2017, THROUGH NOVEMBER 30, 2019.

By:  Date: 3-17-2017
(Purchasing Agent)

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

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
RFP Evaluation Points Summary

RFP Number: 18-015V
RFP Title: External Independent Financial Auditing Services
Buyer Name: Karlene Grant
Date Opened: March 9, 2017
Evaluation Meeting: March 16, 2017

Proposer's Name	Evaluation Points	Recommended for Award
Moore Stephens Lovelace, P.A.	94	✓
Cherry Bekaert LLP	88	No

	18-015V External Independent Financial Auditing Services	Maximum Points	Daniel Traeger	Dr. Henry Mack	Dr. Nathalie Lynch-Walsh	Kirk Frohme	Patrick Reilly	Average Points
A	Experience & Qualifications	45						
	Cherry Bekaert LLP		40	39	44	40	38	40
	Moore Stephens Lovelace, P.A.		45	44	32	43	43	41
B	Scope of Services	45						
	Cherry Bekaert LLP		40	35	45	30	37	37
	Moore Stephens Lovelace, P.A.		40	45	45	42	43	43
C	Minority/Women Business Participation	10						
	Cherry Bekaert LLP		10	10	10	10	10	10
	Moore Stephens Lovelace, P.A.		10	10	10	10	10	10
	Total Score	100						
	Cherry Bekaert LLP							88
	Moore Stephens Lovelace, P.A.							94



PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at

(754) 321-0505 or [CLICK HERE](#) to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: 18-015V	Bid Title: External Independent Financial Auditing Services
Purchase Order #:	Product/Service Provided:
Supplier (Company) Name: Moore Stephens Lovelace, P.A.	
Contact Name:	Contact Phone #: () -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.) How satisfied are you with the supplier?

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.) Will you use this supplier again?

Yes No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5.) Would you purchase this product/service again?

	1	2	3	4
	Very Unlikely	Unlikely	Probably	Definitely
5.) Would you purchase this product/service again?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

MSL provides adequate and timely audit services and we are satisfied with the partnership.

EVALUATION FORM COMPLETED BY:

Name: Terry St. Cyr	Title: Assistant Superintendent/CFO	Contact Phone #: () -
School/Department: Escambia County School District		
Participant's Signature: Terry St. Cyr		Date: 03/15/2017