



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2nd Avenue, Room 650
 Miami, FL 33132

Direct All Inquiries To
 Procurement Management Services

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BID/RFP ADDENDUM

Date: 9/2/2025

Addendum No. 1

BID/RFP No. RFP-25-001-CM BID/RFP TITLE: Online Program Application and Lottery Software

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

Please see attached answers to submitted questions. All other terms and conditions apply.

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

I acknowledge receipt of Addendum Number _____

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

RFP-25-001-CM Q&A

1. What is the reason for the School Board seeking bids for external independent auditing services?

Answer: The purpose of this RFP is to solicit bids from qualified public accounting firms whose partners or officers are independent Certified Public Accountants (CPAs) and duly licensed to practice in the State of Florida in accordance with government auditing standards. Specifically, to perform the audit work delineated in the RFP. Please see section 1 of the RFP – Scope of Services.

2. Please describe any quality or timeliness issues that the School Board has had with the current auditor, if any.

Answer: This is a competitive solicitation process. Per Section 7.2 of the RFP, "Experience and Qualifications" is an evaluation criterion and will be considered by the Selection Committee. However, we cannot provide specific vendor-related or evaluation data.

3. Was the School Board's current auditor invited to provide a proposal?

Answer: This is a competitive solicitation process, and the RFP is a public solicitation open to all qualified public accounting firms.

4. What does the School Board value in an external independent audit firm?

Answer: A proposal from any qualified public accounting firm meeting the minimum requirements of the solicitation will be considered, as this is a public solicitation open to all.

5. What would the School Board change about the current audit process?

Answer: The scope of work in this solicitation outlines the requirements under the resulting contract. Proposers are encouraged to review previous solicitations if they need additional information on the differences.

6. If you are able, please provide the number of auditors and number of days auditors have typically been on-site/remote (preliminary and final fieldwork) for the audit.

Answer: The audit is primarily on-site.

7. Is a fully on-site, remote, or hybrid audit approach preferred?

Answer: Please see Section 4.4 - INFORMATION REQUIRED TO BE SUBMITTED BY THE PROPOSER, #16: "Proposer understands that the majority of work performed must be in-person."

8. Has the School Board experienced any turnover in key accounting positions in the District in FY25 or thus far in FY26?

Answer: No.

9. Does the School Board anticipate any major changes in its operations or organization that will have a significant impact on upcoming audits (new funds, unusually large projects or financing, etc.)?

Answer: The Internal Audit department is not aware of any.

10. Does the School Board anticipate any new federal or state funding in the next few years?

Answer: At this time, no new federal or state funding is expected in the next few years.

11. Were any audit adjusting journal entries proposed by the external auditors during the FY24 audit of the School Board?

Answer: No.

12. What is the preferred timing for preliminary fieldwork and final fieldwork?

Answer: Preliminary fieldwork in late May thru early June (before school lets out). Final fieldwork mid September thru Thanksgiving. Audited ACFR presented at December Board meeting.

13. For how many years has the entity engaged its current auditors?

Answer: Approximately 12 years.

14. What were the total audit fees paid in FY 2023 and FY 2024?

Answer: \$315,000 each year.

15. What were the total audit fees paid for the Single Audits in FY 2023 and FY 2024?

Answer: \$35,000 each year.

16. What were the total audit fees paid for the audits of Purchasing Card, Travel Card, and Payroll – Certain District Offices in FY 2023 and FY 2024?

Answer: No prior payments since this is a new audit.

17. Were any “out-of-scope” services performed by the auditor in FY 2023 and FY 2024? If so, what were these services and the associated fees?

Answer: No.

18. What ERP platform(s) does the entity use to host its accounting records and financial statements?

Answer: Primarily SAP.

19. Please provide a copy of the most recent audit report for Purchasing Card, Travel Card, and Payroll.

Answer: This would be a new project for External Auditor. However, see related reports at the following hyperlinks:

http://api.dadeschools.net/WMSFiles/23/pdfs/24-25/AC_May_20_2025/Item9.pdf

https://api.dadeschools.net/WMSFiles/23/pdfs/24-25/AC_July_30_2024/Item5.pdf

20. Does the entity's internal accounting department draft the ACFR?

Answer: Yes

21. We noted that the audited June 30, 2024 ACFR and the audited June 30, 2024 Schedule of Expenditures of Federal Awards are not audited by the same CPA firm. Is this practice permitted under the current RFP?

Answer: The accounting firm's subcontractor performed the Single Audit in fiscal year 23-24.

22. Given that two separate audit firms were engaged for the fiscal year ended June 30, 2024 (one for the ACFR and one for the Schedule of Expenditures of Federal Awards), were two separate audit contracts executed, or was there a single contract executed by the School District and signed by both CPA firms?

Answer: Only one firm was engaged. See answer to question 21.

23. Please provide a copy of the current auditor contract(s).

Answer: Please see attached.

24. Does the District prefer the same CPA firm to audit both the ACFR and Single Audit Reports?

Answer: Every 3 years the single audit is performed by the Florida Auditor General. On the off years, the ACFR and single audit are usually performed by the same CPA firm.

25. It appears that the Federal Single Audit is performed and completed several months after the issuance of the ACFR (e.g., June 30, 2024). What is the reason for this timing, and is this the District's preferred approach?

Answer: Please see RFP Section 4.2.5 - Timing of Work (D).

26. When the Federal Single Audit is completed after the ACFR, how are any revisions or adjustments identified in the SEFA audit handled in terms of their impact, if any, on the already issued ACFR? Has this caused issues in previous years?

Answer: Not applicable, no changes in prior years.

27. In Section 4.1.2 – it references auditor's participation in the ABAC meetings. Can you confirm does the auditor attend 6 ABAC meetings a year and are the meetings in person or virtual?

Answer: Yes, the External Auditor must attend all meetings of the ABAC. All meetings are held in-person at the Perla Tabares Hantman School Board Administration Building located at 1450 NE 2nd Avenue, Miami Florida, 33132.

28. In Section 4.2 – Audit of the board and district leadership expenditures – Are there prior year reports available to review for context? Who defines the scope of the audit regarding the number and nature of transactions required to be tested?

Answer: Please see response to question 19. Please include proposed scope options in your response.

29. In Section 4.3.4 – In years where the Auditor General conducts an audit does the District typically have the external auditor still complete a financial audit? If no, does the Auditor General allow the CPA firm/auditor access to their work papers to gain reliance on opening balances?

Answer: Yes.

30. In Section 4.2.5 – references field work, does the District typically have an interim audit period? Does the District have a preference on the dates of fieldwork?

Answer: Yes, Preliminary fieldwork in late May thru early June (before school lets out). Final fieldwork mid September thru Thanksgiving. Audited ACFR presented at December Board meeting.

31. In Section 4.3.1 – references when the unaudited financials/AFR are due to the State, is that also when they become available to the external auditors? Is that also when the trial balance is available for the auditors?

Answer: Generally yes, Available mid- to third week September.

32. In Section 6.2 it references a 2-page limit on the Executive Summary are there any other page limitations to this RFP?

Answer: No.

33. Is there an opportunity to negotiate terms of the agreement provided in the RFP? Is there a form to provide exceptions if allowed?

Answer: Proposers are encouraged to submit their contract exceptions within their proposal response.

34. Is the District's audit typically completed with auditors onsite, hybrid or remote? Does the District have a preference moving forward as to onsite, hybrid or remote?

Answer: See answer to question #7 above.

35. Does the District provide the auditor with draft financials that have been converted for GASB 34?

Answer: Yes.

36. Is there a minimum participation required by the Certified Subcontractor in order to qualify for the points allocated?

Answer: There is no minimum percentage participation required to obtain the points for Certified Subcontractor involvement. The Selection Committee will determine the percentages assigned to certified firms based on their submissions.

37. Are there any anticipated changes in ERP systems in the next few years?

Answer: Not at this time.

38. Are there any other services the external auditors have provided for the District that are outside the scope of this RFP?

Answer: Not within the last 3 fiscal years.

39. Seems like the file uploaded to Euna (formerly DemandStar) has an additional grey block to the right. Seems like the comments were left when saving word doc into pdf. It's there a cleaner version of the proposal in order to export the forms appropriately? Or it doesn't matter.

Answer: Please see attached fillable forms available for your submissions.

40. Section 4.1.2 notes that ABAC meeting take place at least six times a year and shall be attended by External Auditor. Is the external auditor required to be in attendance for all meetings in person? Would the external auditor not be required to attend if the meeting does not cover any services provided by the external auditor?

Answer: Please see response to Question 27.

41. Section 4.2.5 D. Working Papers requires for a period of 3 years any workpapers be provided to the District. Is this just to have this information available upon request? Providing all workpapers could violate professional standards and our approach has been to only provide specific materials as requested rather than providing all workpapers annually.

Answer: Yes.

42. Section 4.3.7 Continuing Education requires at least 2 days of training. Is virtual training appropriate to be provided for 16 hours to equal this requirement?

Answer: In-person or virtual. Please provide details in your proposal.

43. Section 4.3.1 E. Please provide the number and dollar of transactions for all 10 positions to be scoped into this audit/AUP for appropriate scoping on pricing this work.

Answer: 12 positions (9 School Board Members, Superintendent, General Counsel, and Chief Auditor).

44. Does the District anticipate any changes in accounting software in the next 3 years?

Answer: No.

45. Can you please provide the audit fees paid for the financial statement audit and the single audit for the past 3 years under audit?

Answer: Please see responses to questions 14 and 15.

46. Has the District engaged the external auditor for additional services over the past 3 years? If so, please provide the scope of these services as well as the cost per engagement.

Answer: No.

47. Section 4.1. Can you please confirm that the Florida Auditor General is in agreement with the approach taken regarding not including the 157 charter schools as component units for the District?

Answer: We have excluded charter schools from the ACFR for the past several years.

48. Will District employees draft and print the Annual Comprehensive Financial Report in addition to the Annual Financial Report? Or will the drafting and printing of the Annual Comprehensive Financial Report be the responsibility of the external auditor?

Answer: Yes, the District prints both reports.

49. Section 4.4 D.16 Does the District maintain many records in paper form rather than electronically which is driving the expectation that the majority of the work be performed in-person? Or is there another reason for the expectation to perform work onsite?

Answer: Some records are available electronically while others are paper-based.

50. Does the District's financial systems allow for read only auditor access? Will this be provided to the external auditor to facilitate audit work?

Answer: Yes, read-only access will be configured as needed.

51. Are there any areas for improvement in level of service expected by the District?

Answer: The RFP outlines the scope of work and the required level of service for this engagement. There are no specific areas for improvement in the current audit process that are mentioned within the solicitation document.

52. Has the District received any management letter comments or recommendations during the last two audit cycles? If so, please provide copies of these letters and recommendations.

Answer: Please see all external reports at this hyperlink:

<https://omca.dadeschools.net/#!/fullWidth/7296>

53. Section 3.4 Is there a minimum expectation or requirement for the percentage or dollar amount subcontracted to receive the 5 points for proposals submitted by a prime firm using a certified MBE/SBE subcontractor?

Answer: Please see response to Question 36.

54. What has historically been the timing of when the District-prepared AFR has been provided to the external auditors for review?

Answer: Due to State September 11th. Available mid- to third week September

55. Thank you for leading the conference and for the opportunity to learn more about the services that the District is looking for!

Answer: You are welcome.

56. Can the District provide an appropriate number of expenditures that would be subject to test regarding the audit/AUP of the board and 3 top management annual expenditures? Does the District have an expectation regarding the amount of coverage or percentage of coverage to be tested?

Answer: Please see response to Question 43.



Contract Number _____ (For Procurement Use Only)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 23 day of March, 2021, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and RSM US LLP, an Iowa Limited Liability Partnership authorized to conduct business in the State of Florida whose principal address is One South Wacker Drive, Suite 800, Chicago, IL 60606, (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR," is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following:

Nature of Contracted Services: Pursuant to the approval of Agenda Item Revised E-151 at the School Board meeting of January 13, 2021, Contractor shall provide the External Independent Auditing Services. Contractor is a public accounting firm whose partners or officers are independent certified public accountant and are duly licensed to practice in the State of Florida. Contractor shall perform an audit of the financial statements and records in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants; and to perform the financial and compliance audit of all federal financial assistance (Single Audit) in those years when the Auditor General will not be conducting the Single Audit. The Single Audit shall be performed in accordance with the Federal Single Audit Act Amendments of 1996, and the Uniform Guidance, as well as other applicable federal laws, and the Rules of the Auditor General of the State of Florida. The External Independent Auditing Services shall be performed as delineated in the specifications of the RFP 19-081-CM ("RFP") incorporated herein by reference. Attached hereto and incorporated herein are the following Exhibits: Exhibit A: Scope of Work and Exhibit B: Payment Schedule. Contractor's response to the RFP ("Contractor's Proposal") shall be incorporated herein by reference. The Contractor's Proposal, the RFP, this Agreement including attached Exhibits and Addendum shall constitute the full understanding between the School Board and the Contractor and supersedes all prior or contemporaneous Agreements, whether oral or written, regarding the subject matter of this Agreement. In the event of a conflict between this Agreement, the RFP, and the Contractor's Proposal, the following order of precedence shall control the issue: first the Agreement second the RFP, and third the proposal.

Addendum to Sections 1, 2, 3, 5, 9, 21, 28, 31 and 34 is attached hereto and incorporated herein.

Contractor shall subcontract twenty percent (20%) of the total business commitment to Anthony Brunson, PA. In addition, Contractor shall also subcontract ten percent (10%) of the total business commitment to Sanson, Kline, Jacomino, Tandoc & Gamarrara, LLP. In the event the Contractor should require to replace a subcontractor, Contractor shall notify the District to seek written approval prior to replacing subcontractor.

Anticipated Outcome of Contracted Services: Please see the Contractor's Proposal and Exhibit A, Scope of Work for details.

Location of Contracted Service: To be decided between the originating office and the Contractor.

Date(s)/Hours of Service: To be decided between the originating office and the Contractor.

Should this Scope include in person services to students, Contractor shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer 2020 and School Year 2020-21 from all participants and make these signed document(s) available upon the School Board's written request.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 11 day of May, 2021, and shall complete performance to the satisfaction of the School Board no later than the 10 day of May, 2024. The Agreement shall be effective upon execution. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$910,000.00, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550. Procurement Authority to enter into this Agreement shall be E-151 1/13/21.

4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- ☐ one lump sum payment in the amount of \$ _____ upon completion of services
- ☐ _____ partial payments in the amount of \$ _____ after/before each _____
- ☒ Please see payment schedule hereto attached and incorporated into this Agreement.

5. CONFIDENTIALITY OF STUDENT RECORDS

See Addendum

Contractor ~~understands and agrees~~ that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. ~~Contractor shall regard~~ all student information as confidential and will not disclose the student information to any third party. All School Board Data received shall remain in the Continental United States. ~~Contractor shall supply the School Board with proof of SOC II compliance and the ability to test the security parameters of the tenant configuration in which School Board data shall be stored.~~

6. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

This provision is applicable if this Agreement includes web-based programming for educational purposes. With respect to the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6505, and its implementing regulations (16 C.F.R. 312, et seq.), the Parties acknowledge that COPPA permits School Board, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of School Board, and does not extend to any commercial purpose. The Parties acknowledge that the Contractor, an "operator" under COPPA, relies on this form of consent for such School Board users under this Agreement. The Contractor shall provide School Board all notices required under COPPA, as applicable to ensure that School Board, in providing its COPPA consent, has full information and assurance that the Contractor's practices comply with COPPA.

7. GOVERNING LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

9. DUTY TO DEFEND

See Addendum

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

10. ADA COMPLIANCE

Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

11. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

12. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

13. TERMINATION AND SUSPENSION

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

14. FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Contractor is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Contractor would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

15. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

16. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594). I certify to abide by all applicable School Board Policies which may be found at <http://www.dadeschools.net/schoolboard/rules/> as amended from time to time.

18. DEBARMENT

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

19. CLEAN AIR ACT

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387)..

20. DAVIS-BACON ACT LABOR STANDARDS

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

21. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

Contractor Address. The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: RSM US LLP
Contact's Name/Title: Attention: Brett Friedman, Partner
Address: 100 NE Third Avenue, Suite 300
Fort Lauderdale, Florida 33301

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Department: The School Board of Miami-Dade County, Florida
Department Director: Office of Management and Compliance Audits
Address: Attention: Maria T. Gonzalez, Chief Auditor
1450 NE 2nd Avenue, Room 415
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

22. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

23. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractor shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

24. BYRD ANTI-LOBBYING

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

26. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, M/WBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement.

Compliance, Monitoring and Reporting of Subcontractors - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

27. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) Infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401. This section shall not apply to Contractor materials with current patent, copyright and/or trademarks.

28. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

See Addendum

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. According to Florida Public Records laws documents submitted by Contractor which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to School Board, are not subject to public access. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor 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 term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

29. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fl all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board within the last two (2) years. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____

30. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No ☒ Yes ☐ If answer is yes please complete the following: Name of Director(s) or Officer(s)		
Employee Name	Current Firm Title	Name of MDCPS Committee, Task Force, Association

See Addendum

31. **INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. **Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 100,000 Each Accident
\$ 500,000 Disease - Policy Limit
\$ 100,000 Disease - Each Employee

B. **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 General Aggregate
\$ 1,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

C. **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

Cyber Liability Insurance: If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance. Contractor shall maintain Cyber Liability Insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

32. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue Florida Public Schools Contractor Badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

33. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

34. ENTIRE AGREEMENT

See Addendum
~~It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.~~

32

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES**

SUBMITTED BY: <i>Maria Gonzalez</i> Charge Location Administrator Signature — n/a — Office of Grants Administration Signature (if applicable) 3/23/2021 Date Chief Auditor Date Regional Superintendent/Division Head Signature Date (as applicable) — n/a — NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: <i>[Signature]</i> (Superintendent of Schools or Designee) <i>Jaime G. Torrens</i> (Name Typed) Signature Date: <i>4/6/21</i>
APPROVED AS TO RISK AND BENEFITS (as to the School Board): <i>[Signature]</i> Risk Management Signature jdavila@dadeschools.net Office of Risk and Benefits Management 2021.04.06 07:57:13 -04'00' Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board): <i>Charisma Montfort</i> Procurement Management Signature Digitally signed by Charisma Montfort DN: cn=Charisma Montfort, o=Procurement Management Services, ou, email=cmontfort@dadeschools.net, c=US Date: 2021.04.06 10:51:18 -04'00' Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): <i>Alicia Graupera</i> School Board Attorney - Signature Digitally signed by Alicia Graupera DN: cn=Alicia Graupera, o=School Board of Miami-Dade County, Florida, ou=SBAO, email=agraupera@dadeschools.net, c=US Date: 2021.04.06 11:14:21 -04'00' Date	CONTRACTOR RSM US, LLP Legal Name of Contracting Party BY: <i>Brett Friedman</i> Signature Name: Mr. Brett Friedman Partner <i>3/25/21</i> (Name Typed) (Title) (Date) Address: 100 NE Third Avenue, Suite 300 Fort Lauderdale, Florida 33301 F.E.I.N. (If organization) <u>42-0714325</u> School Board Employee: Yes ☐ No ☒ M-DCPS Employee No. _____

**FIRST EXTENSION AMENDMENT
TO
AGREEMENT FORM FOR CONTRACTED SERVICES
BY AND BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
RSM US, LLP.**

The School Board of Miami-Dade County, Florida, and RSM US, LLP., as of the 2 day of May, 2024 hereby amend the referenced Agreement Form for Contracted Services for services rendered under RFP-19-081-CM External Independent Auditing Services entered into as of the 11 day of May, 2021 by amending the following provisions as provided for herein:

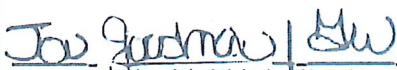
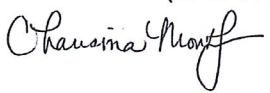
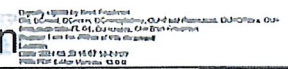
- A. As to Section 2. Term of the Agreement: Parties agree to extend the Agreement in which the Contractor shall complete performance to the satisfaction of the School Board no later than the 10 day of May, 2025.
- B. As to Section 3. Compensation: Parties agree the amount not to exceed for the extension period shall be \$315,000.

All other terms of the referenced Agreement Form for Contracted Services entered into as of the 11 day of May, 2021 shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Extension Amendment to the Agreement Form for Contracted Services to be executed by their respective and duly authorized officers the day and year first above written.

[Signature page follows]

**FIRST EXTENSION AMENDMENT
TO
AGREEMENT FORM FOR CONTRACTED SERVICES
BY AND BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
RSM US, LLP.**

SUBMITTED BY:  Charge Location Administrator Signature 6-5-24 Date Regional Superintendent/Division Head Signature (as applicable) Date Office of Grants Administration Signature (if applicable) Date NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  BY (Superintendent of Schools or Designee Signature) Jose Bueno Designee (Name Typed) Date: 6/21/2024 Date
APPROVED AS TO RISK AND BENEFITS (as to the School Board):  Risk Management Signature Date Digitally signed by Elizabeth L. Soto Location: Office of Risk & Benefits Management Date: 2024.06.14 09:05:43 -04'00' APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):  Procurement Management Signature 6/18/2024 Date CP6452 PROCUREMENT USE ONLY APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):  General Counsel Signature Date Aili Graupera Office of General Counsel 2024.06.18 15:24:01 -04'00'	RSM US, LLP.  BY: Brett Friedman Signature Date Name: Brett Friedman Partner 5/30/24 (Name Typed) (Title) (Date) Date Address: 30 S WACKER DRIVE STE 3300 CHICAGO, IL 60606 Date F.E.I.N. (If organization) 42-0714325 Date School Board Employee: Yes ☐ No ☒ Date M-DCPS Employee No. _____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, N.Y. 10006	CONTACT NAME:	
	PHONE (A/C, No, Ext): 312-381-1000	FAX (A/C, No): 312-381-7007
INSURED RSM US LLP 4650 E 53rd St Davenport, IA 52807 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Swiss Re Corporate Solutions Capacity Insurance Corporation	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Miscellaneous Professional Liability Insurance			5482.1	01-Jul-23	01-Jul-24	US \$1,000,000 any one claim and in the aggregate.

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

CERTIFICATE HOLDER

The School Board of Miami-Dade County Florida
1501 NE 2nd Avenue
Suite 335
Miami, FL 33132 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (312) 381-1000 FAX (A/C, No.): (312) 381-7007 E-MAIL ADDRESS:
INSURED RSM US LLP 4650 E 53rd St Davenport, IA 52807 USA	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Co. of Reading PA 20427 INSURER B: National Fire Ins. Co. of Hartford 20478 INSURER C: Sentry Insurance Company 24988 INSURER D: The Continental Insurance Company 35289 INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570104223097 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			6079431380 General Liability	11/30/2023	11/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6079431377 Auto	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			7017908848 Umbrella	11/30/2023	11/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A0234584001 Workers Comp - AOS A0234584002 Workers Comp - WI/HI	11/30/2023 11/30/2023	11/30/2024 11/30/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570104223097

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

The School Board of Miami-Dade County, its employees and agents are named as Additional Insured if required to be so by written contract. Coverage shown is primary and non-contributory if required to be so by written contract. Waiver of Subrogation is granted if required to be so by written contract.

CERTIFICATE HOLDER	CANCELLATION
The School Board of Miami-Dade County, Florida 1501 NE 2nd Avenue Suite 335 Miami, FL 33132 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

SECTION 7 - EVALUATION/SELECTION PROCESS - REVISED

SECTION 7.1 - COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at www.procurement.dadeschools.net.
- (b) Also see Section 3 of this document for additional information and provisions applicable to this competitive RFP process.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed below, and may determine to complete a consensus vote or rank proposals for additional evaluation, which may include oral presentations and/or product demonstrations.

All proposals accepted by M-DCPS, will be reviewed to determine eligible agencies that meet all submission requirements prescribed in the RFP. A Selection Committee composed of representatives from M-DCPS will evaluate and rate all proposals under consideration, applying the evaluation criteria prescribed below. M-DCPS may require a Proposer to make an oral presentation in support of a proposal.

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 listed. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Selection Committee in evaluating proposals submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points that will be awarded for each section are stated below. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

The Selection Committee shall evaluate proposals received based on the following criteria and points:

CRITERIA FOR EVALUATION	AVAILABLE POINTS
Proposed Approach and Methodology	35
Experience and Qualifications (including corporate past performance and Key Personnel)	30

Overall Cost	25
Certified Business Enterprise Participation 10 points for proposals submitted by certified MBE/SBE firms 5 points for proposals submitted by a prime firm using a certified MBE/SBE subcontractor	10
TOTAL POINTS	100

SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

a) Proposed Approach and Methodology - Possible Points: 35

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with District staff, and Proposer's intent to positively and innovatively work with the District in providing the services outlined in this RFP.

b) Experience and Qualifications - Possible Points: 30

- Proposer's qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location, licenses/certifications, credentials, capabilities and capacity to meet the District's needs. **Possible Points: 10**
- Proposer's relevant knowledge and experience in providing the services described in the Scope of Services to public sector agencies similar in size to the District. **Possible Points: 10**
- Qualifications and experience of all proposed key personnel. **Possible Points: 10**

c) Overall Cost - Possible Points: 25

- Proposed pricing as shown on the Proposal Pricing Form.

d) Certified Business Enterprise Programs - Possible Points: 10

- The School Board of Miami-Dade County, Florida, has a strong commitment to participation by certified business enterprises, as part of all District contracting. The School Board has active certification programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation. If applicable, Proposers must submit with their proposal a copy of their current certified business enterprise certificate showing their firm's designation. Proposers' certified business enterprise certification(s) must be in place prior to the RFP due date. Refer to Section 7.7 and 3.4 for further information.

SECTION 7.4 - ORAL PRESENTATIONS, IF REQUIRED

- (a) Firms may be invited to individually make oral presentations of their proposal.
- (b) Oral presentations, if required, will consist of an overview of the submitted proposal of each of the Proposers and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations.

SECTION 7.5 - NEGOTIATIONS WITH RESPONSIBLE PROPOSERS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, may conduct negotiations with:

- (i) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals;
 - (ii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
 - (iii) a sole Proposer when only one proposal is received.
- a) *Purposes of Negotiations.* Negotiations are held to:
- (i) promote understanding of the District's requirements and the Proposers' proposals; and
 - (ii) facilitate arriving at a contract that will be most advantageous to the District, taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
 - (iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.
 - (iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

SECTION 7.6 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) (**See Section 10 - Exhibit 2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this RFP process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

SECTION 7.7 - CERTIFIED BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to participation by certified business enterprises, as part of all District contracting. The School Board has active certification programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link: [MDCPSOEEACompliance](#)

All certifications must be completed online using the following link: <https://oeea.dadeschools.net>

Furthermore, vendors certified with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEEA. Proposers with certifications from other entities or agencies must contact the OEEA for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified business enterprises can be found online at: [MDCPSOEEACompliance](#)

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEEA Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly compliance report via the M-DCPS Online Diversity Compliance System for compliance with use of certified subcontractors and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: [MDCPSOEEACompliance](#). Please contact the Office of Education and Economic Access at 305 995-1307 or via email at OEEA@dadeschools.net for additional information on getting certified and/or submittal of the monthly compliance reports.

Please see the evaluation criteria table in Section 7.2 (Evaluation Criteria) for the certified business participation information applicable to this solicitation. If applicable, Proposers must submit with their proposal a copy of current certificate showing their certified business enterprise designation. Proposers' certified business enterprise certification(s) must be in place prior to the RFP due date.

