



RSM US LLP

100 NE 3rd Avenue Suite 300
Fort Lauderdale, Florida 33301

T +1 954 462 6351

www.rsmus.com

May 25, 2022

Joris Jabouin, Chief Auditor
Broward County Public Schools
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

Pursuant to the request made by District Staff, and our Construction, Operational & IT Auditing Services Agreement dated September 4, 2019, RSM is pleased to present the results of our review of the District's RFP to engage a Roof Asset Management Consultant (RAMC).

In summary, we noted minor errors related to the following:

- Evaluation criteria and scoring calculations
- In-document references
- Formatting and syntax

Following our review of the RFP document, RSM provided District Management with our initial comments and recommendations on May 16, 2022 and held a meeting with the Office of Capital Programs and Procurement & Warehousing Services on May 18, 2022.

The results of our review are detailed in the pages that follow. The District has provided a response, including additional context/background related to the item and/or indicating that a modification to the RFP was made as recommended.

We are happy to discuss any of the comments herein and appreciate the opportunity to help the District as you move forward with the RFP.

Respectfully Submitted,

RSM US LLP

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SUMMARY

RAMC RFP REVIEW	
1. Scoring Criteria, Multiple Sections	
<p>During our review, we noted the following sections do not agree to the scoring rubric included in Section 5.1 of the RFP:</p> <p>A. “Notes”, Section 4.2.3 (page 17): The “Notes” following Section B5 state that <i>“portions of Section C2 and Section D1 below shall be evaluated and scored partially by District Staff.”</i> The rubric included in Section 5.1 indicates that only Section C3 will be evaluated and scored by both District Staff and QSEC. We recommend the District update this section and/or scoring rubric to reflect the desired evaluation and scoring methodology.</p> <p>B. Presentation and Interview Participants, Section 4.3.2 (page 24): We recommend the District reduce the maximum points noted in Section 4.3.2.2.5 from fifteen (15) points to five (5) points to remain consistent with the scoring criteria outlined in Section 5.1.</p> <p>C. Attachment F – Relevant Program / Reference Form (page 68): We recommend the District update the scoring criteria included in the “Instructions to Proposer” to mirror the information presented in Section C3 and Section 5.1.</p>	
District Response	
<p>For Item A above, the “Notes” section following Section B5 has been revised to align with the scoring rubric included in Section 5.1. For Item B, the maximum number of points noted in Section 4.3.2.2.5 has been reduced from fifteen (15) to five (5) points to be consistent with the scoring criteria in Section 5.1. Section references have also been included for the individual scoring criteria in Part B of Section 5.1. For Item C, the scoring criteria included in Attachment F has been updated to match the information presented in Section C3.</p>	



SUMMARY

RAMC RFP REVIEW
2. Billing Instructions and Payment, Attachment K – RAMC Sample Agreement, page 75
<p>Section 2.04 of the RAMC Sample Agreement includes the following language:</p> <p><i>“On a monthly basis, as a condition precedent to payment, provide a written three (3) month look ahead document, acceptable to SBBC, which, among other things, lists the staffing plan (including the staff rates and other fees) for the three (3) months following the date of the three (3) month plan, and the month prior to the date of the three (3) month plan. SBBC, at its sole discretion shall approve the monthly written three (3) month look ahead document prior to its implementation. a requirement for a “three (3) month look ahead document, acceptable to SBBC, which, among other things, lists the staff required as present to payment”</i></p> <p>Through our review, we noted that the requirement for a “three (3) month look ahead document” is not included in the listing of deliverables within Section 6.8 of the RFP, and is first mentioned in Attachment K on page 75. Through discussions with OCP, we noted the District does not intend to include this requirement in the RAMC RFP. As such, we recommend removal from the sample agreement in Attachment K.</p>
District Response
<p>The Agreement that was included in the RFP and sent to RSM for review was intended to be represent a “Sample” agreement. The language shown in that document pertained to the services to be provided by the Program Manager-Owner’s Representative and the Cost and Program Controls Manager. The services to be provided by the Roof Asset Management Consultant would be structured on a different set of deliverables and associated timeframes. The appropriate Agreement will be inserted into the RFP for Roof Asset Management Services after a complete review and revision by Legal, Procurement, and the Office of Capital Programs.</p>



SUMMARY

RAMC RFP REVIEW
3. Language Modification, Multiple Sections
<p>During our review, we noted the language included in the following provisions contain minor errors which may require modification.</p> <p>A. Responsibilities and Requirements of the Roof Asset Management Consultant, Section 6.4 (page 38): The District may consider modifying Section 6.4 to remove “and the RAMC”, as shown below.</p> <p><i>“Apart from the responsibilities outlined within this RFP, the RAMC is expected to work collaboratively with the OCP, PPO, and the PMOR, and shall coordinate efforts with the appropriate entity to ensure that the pertinent department and/or vendor is fully informed of the status of the roof program.”</i></p> <p>B. Services, Attachment K – RAMC Sample Agreement, Section 2.05 (page 75): Section 2.05 includes the following language: “VENDOR will attend meetings as requested by the Executive Director or his/her designee, Capital RAMC.” We recommend the District modify the language to remove “Capital RAMC” and replace with the desired department / party (i.e., Office of Capital Programs).</p> <p>C. Attachment O – RAMC Deliverables (page 96): The language included in Attachment O does not agree to Section 6.8. The District may consider modifying the language to remove “describes all RAMC Deliverables”, as shown below.</p> <p><i>“Section 6.8 provides a general summary of RAMC Deliverables and is not intended to be an all-inclusive list of the requirements for the Agreement, between the Owner and the RAMC.”</i></p> <p>D. Inspection of Vendor’s Records by SBBC, Attachment K – RAMC Sample Agreement, Section 2.07 (page 76): We noted the language in Article 2.07(b) regarding access to the RAMC’s records does not agree to the “access to records” language included in Section 7.4.2 of the RFP (page 52).</p> <p>Article 2.07(b) states, <i>“...SBBC’s agent or authorized representative shall have access to VENDOR’s Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement”</i>.</p> <p>Section 7.4.2 of the RFP states that SBBC will have access to the RAMC’s records for seven (7) years after the date of final payment. We recommend the District modify Article 2.07(b) to increase the number of years from five (5) to seven (7) to remain consistent with Section 7.4.2.</p>
District Response
<p>All recommendations noted in Items A, B, and C above have been corrected. For Item D, Article 2.07(b) was modified to increase the number of years from five (5) to seven (7) to be consistent with Section 7.4.2.</p>



SUMMARY

RAMC RFP REVIEW	
4. References, Multiple Sections	
<p>During our review, we noted that the following in-document references may require modification or further consideration:</p> <ul style="list-style-type: none"> A. Transmittal Letter (page 1): The District may consider updating the reference to “General Condition 7.45” to “General Condition 8.48”. B. Required Response Form, Section 1 (page 5): The District may consider updating the reference to “Section 4.1.4” to “Section 4.2.3”. C. Minimum Eligibility, Section A3 (page 15): The District may consider updating the reference to “Section 4.1.1.1” to its desired provision. D. Cost of Proposal, Section F (page 24): The District may consider updating the reference to “Schedule F – Authorization to Proceed” to “Attachment F – Authorization to Proceed”. E. Team Structure, Section 5.5.2 (page 30 & 31): We recommend replacing all references to “RFQ” with “RFP”. F. QSEC Recommendations, Section 5.8 (page 33): We recommend updating the section number “Section 4.3.3” to “Section 5.8.2”. G. Florida Bidder’s Preference, Section 7.6 (page 53): The District may consider updating the reference to “General Condition 7.2.4” to “General Condition 8.2.4”. H. Attachment B – Conflict of Interest (page 63): The District may consider updating the reference to “General Condition 7.15” to “General Condition 8.15”. I. Attachment F – Relevant Program / Reference Form (page 68): We recommend replacing “Program Management – Cost & Program Control Services” with “Roof Asset Management Services”. J. Attachment J – ACH Payment Form (page 72): The District may consider updating the reference to “General Condition 10” to “General Condition 8.27”. K. Attachment K – RAMC Sample Agreement, Section 2.03 (page 74): The District may consider removing the reference to “Section 6.6”. L. Attachment K – RAMC Sample Agreement, Section 2.04 (page 74): The District may consider updating the reference to “Section 6.7.6” to “Section 6.8.2”. M. Attachment K – RAMC Sample Agreement, Section 2.12 (page 79): We recommend the District review the references to “Section 6.2.1” and “Section 6.3.4” to determine the appropriate section references. N. Attachment L – Authorization to Proceed (page 91-93): We recommend replacing all references to “RFQ” with “RFP”. 	
District Response	
<p>All recommendations noted in Items A through N above have been corrected. In Item K, the reference to performance-based fees was removed, and in Item M, the language was modified to be pertinent to the specific vendor type and services.</p>	



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Fort Lauderdale, FL 33301
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www.rsmus.com

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