

SCHOOL BOARD OF BROWARD COUNTY
FINANCIAL AUDITOR SELECTION SUB-COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, AUGUST 7, 2025
9:07 A.M. - 10:30 A.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

United Reporting, Inc.
(954) 525-2221

1 COMMITTEE MEMBERS IN ATTENDANCE:

2 MR. ROBERT MAYERSOHN

MS. PHYLLIS SHAW

3 MR. ANTHONY DE MEO, CPA

MS. DEBRA HIXON, School Board Chair

4

5 DISTRICT STAFF:

6 MR. DAVE RHODES, Chief Auditor

MS. ALI ARCESE, Audit Director

7 MS. JENNIFER ANDREU, Executive Director, Operations,
Procurement & Warehousing Services

8 MS. BELINDA DEFOOR, Purchasing Agent III

MS. VIRGINIA BALKANSKI, ESQ., Assistant General
Counsel

9

10

INVITED GUESTS:

11

MR. TIM BASS, Court Reporter, United Reporting

12

13

PUBLIC SPEAKERS:

14

DR. NATHALIE LYNCH-WALSH

15

16

17

18

19

20

21

22

23

24

25

1 Thereupon, the following proceedings were had:

2 - - -

3 MR. RHODES: So, guys, we can get ready to
4 get this meeting moving. So this is going to,
5 ultimately, be our attempt to develop the
6 requirements of an RFP for the selection of an
7 external independent financial auditing firm or
8 firms. We've brought the prior RFP to use as a
9 go-by because it might help to expedite the
10 process if we're able to just kind of plug in
11 some of the requirements that are already in
12 there. The other benefit of that would be that
13 this has already been reviewed and approved by
14 legal, so it might make that process go a little
15 quicker as well. So we have Mr. De Meo, we have
16 Mr. Mayersohn, we have Mrs. Shaw here as well as
17 our chair, Mrs. Hixon, because, as required per
18 the statute, we must include at least three
19 members, one of whom must be a member of the
20 governing body to serve as chair and that's what
21 she'll be doing for us today. And so with that
22 I'll go ahead and turn over just the initial
23 comments that she might have and we'll start this
24 process.

25 MS. HIXON: Good morning, everybody. Thank

1 you for coming to this Audit Selection Committee
2 Meeting. So, as Mr. Rhodes mentioned, I'm here
3 and chairing because it's a state statute that
4 that has to happen. So first I'd like to take
5 the roll call of all the committee members for
6 the selection committee even though you mentioned
7 it. So Mrs. Shaw is here, Mr. Mayersohn is here
8 and Mr. De Meo is here and I'm here. So all the
9 committee members are present.

10 MR. RHODES: All right.

11 MS. HIXON: Next, Approval of the Agenda. So
12 we have the agenda here before you.

13 MS. SHAW: Motion to approve. Phyllis Shaw.

14 MR. RHODES: Do we have a second?

15 MR. MAYERSOHN: Second.

16 MS. HIXON: It's been moved and seconded to
17 approve the agenda. All in favor of approving
18 the agenda say aye.

19 COMMITTEE MEMBERS: Aye.

20 MS. HIXON: Any opposed say no.

21 (No response.)

22 MS. HIXON: The agenda is approved.

23 Next we have Public Comments, which I know we
24 have someone coming for that. They let me know
25 they were stuck in traffic, so we may have to

1 come back to Public Comments. So maybe we'll go
2 over the overview of the process and then when
3 that person comes in we'll go back to Public
4 Comments.

5 Mr. Mayersohn.

6 MR. MAYERSOHN: So if I'm making the
7 assumption that the person who is coming for
8 Public Comments is the same person that sent us
9 all an email, we don't have an attorney here; do
10 we?

11 MS. HIXON: Not that I -- we did ask, but I
12 don't think that we have any legal.

13 MR. MAYERSOHN: Because I have -- I have
14 questions in what we can do or can't do. In
15 other words, it's my understanding that, based
16 upon the RFP, the contract can be assigned to a
17 third party?

18 MS. HIXON: So that's a great question. I
19 actually had a long conversation with legal
20 counsel and she responded to me. So I can read
21 the response, if you'd like, so that we all have
22 the same information.

23 MR. MAYERSOHN: Sure.

24 MS. HIXON: Okay. Let me pull it up because
25 my computer likes to go off every five seconds.

1 There's -- they have been working with their
2 legal and there's a reason that we can't do that.

3 Okay. Okay. So my question to Ms. Batista
4 was, could you please clarify why our district is
5 unable to assign our external financial audit
6 services to Forvis Mazars under the current MSL
7 contract agreement while other districts have
8 managed to do so? Have you discussed this matter
9 with the legal department at Forvis Mazars to
10 help expedite the change? We received an email
11 from Chief Rhodes on July 18th stating that this
12 was a time-sensitive issue but we haven't
13 received any follow-up regarding our concern.

14 So her answer -- I mean, I spoke with her,
15 personally, and then she sent a response. To
16 reiterate our conversation from earlier today,
17 the reason we cannot move forward with Forvis
18 Mazars under the current MSL contract is simple.
19 Forvis Mazars has not provided legally sufficient
20 documentation showing that the agreement between
21 School Board of Broward County and MSL was
22 properly assigned to them. Pursuant to our
23 inquiry other districts provided us with
24 documentation of their materials. These
25 materials raised concerns that did not support a

1 clear legal transfer of rights under their
2 agreement. We informed Mr. Rhodes and his team
3 on July 10th, 2025 that the documents provided, a
4 brief letter stating Forvis Mazars acquired
5 certain MSL assets and a sample assignment
6 agreement unrelated to School Board of Broward
7 County were not adequate. We invited them to
8 submit proper documentation for review but
9 nothing new has been received since. Without a
10 valid reassignment, entering a contract with
11 Forvis Mazars would not be legally permissible at
12 this time.

13 So, basically, MSL did not formally transfer
14 our contract to Forvis Mazars, so there's no
15 contract to assign. It's kind of in limbo is the
16 best way for me to explain, from how I understand
17 it.

18 MR. MAYERSOHN: Right, but -- I mean, aside
19 from that, I -- I get that. But from my
20 perspective is that if the district was to create
21 an agreement and assign both parties, in other
22 words, MSL and the company that supposedly
23 they've merged with, or took over, or whatever it
24 is, and have parties sign it, because, again, the
25 issue to me is liability and assigning an

1 agreement. It's more for the liability aspect of
2 it.

3 MS. HIXON: Yes.

4 MR. MAYERSOHN: They're still going to
5 perform the work, but who's liable for it? It
6 would just seem to me that there is a way to do
7 that if you have a binding document that the
8 district would create more so than asking -- I
9 mean, let's say they didn't merge. Let's say MSL
10 said, you know what, we're too busy, we don't
11 want to do this anymore, we're going to assign it
12 to XYZ Company, do they need an agreement to it
13 or does the district need an agreement to assign
14 liability that both parties are either liable or
15 not liable for whatever work needs to be done?

16 MS. HIXON: So the way I understand it is
17 that because our contract is with MSL and they do
18 not -- they're essentially saying they don't have
19 the capacity to do the contract, they have to
20 have assigned it -- they have to legally pass it
21 on to the next company before we can go into an
22 agreement because we have an agreement with MSL.
23 So for us to be able to do anything with the
24 other one they have to show proof that they have
25 legally moved their contract over. I'm not a

1 lawyer, so I can't explain the difference.

2 MR. MAYERSOHN: Neither am I.

3 MS. HIXON: Because I asked all of the same
4 questions --

5 MR. MAYERSOHN: Right.

6 MS. HIXON: -- and there are some districts
7 that, I guess, bypassed the legal process. We,
8 obviously, do not want to do that, because if
9 something were to happen, it's an auditing
10 contract, we would not want to be liable.

11 MR. MAYERSOHN: Right. I mean, one of those
12 districts actually had an audit by the auditor
13 general and the auditor general in their, I
14 guess, not necessarily findings, but in their
15 statements, they said, we acknowledge that MSL
16 was working on this part and the new company is
17 working on that part and we're just doing the
18 audit to assume that, you know, whatever is --
19 whatever findings we have or material weaknesses
20 are there, we're going to report them. So I get
21 it.

22 MS. HIXON: Our legal is very adamant that
23 there has to be a legal document that -- and I
24 suggested to Mr. Rhodes, themselves, just write
25 something saying, yes, we've transferred this to

1 Forvis Mazars, which seemed simple enough, but
2 they apparently have not done that.

3 MR. MAYERSOHN: Right. That's what I'm
4 saying. If the district wrote an agreement and
5 asked the parties to sign it saying that it's our
6 understanding that the work would be done and
7 somebody's going to assume the liability and it's
8 signed by the school board, MSL, and, you know,
9 the other company, it should be legally
10 sufficient.

11 MS. HIXON: Ms. Shaw.

12 MS. SHAW: Madam Chair, thank you.

13 So my question is relating to MSL. It seems
14 to me they are not the one that's willing to sign
15 or assign their rights over. It's not a matter
16 of whether or not we can just automatically hire
17 a different party company. It's a matter of, are
18 they willing to do that? And it doesn't seem --
19 we've been discussing this now for, once this
20 came up early July, and if that hasn't been done,
21 that's why the reason we're here, I don't think
22 we should continue delaying moving forward with
23 what we're doing, trying to figure out if they
24 are willing to sign a contract, a three-party
25 contract. If they haven't done that, or have a

1 discussion with the district as to whether or not
2 they are willing to do that, then I believe
3 that's a moot point.

4 MR. RHODES: Just for the benefit of this
5 committee, our office in following up with this,
6 because our initial goal was to get the second of
7 two extensions signed on their contract, which
8 would have taken us to the completion of their
9 contract, we worked together with PWS and
10 ultimately we worked together with the general
11 counsel's office, and when different records or
12 different documentation was requested, we would
13 either request it based on the information we
14 received or ultimately at some point those
15 parties were in contact with those entities
16 together. At some point in time we were provided
17 information that said that, with the air quotes
18 around, certain assets MSL -- I'm sorry that
19 Forvis Mazars had -- had acquired certain assets
20 from MSL. And part of that was to include the
21 team that had done our previous financial audits
22 during the prior years of their contract.

23 Now, they didn't clarify whether they had
24 acquired all assets of MSL, but they had acquired
25 the assets that would normally do the work that

1 we were looking at. So I thought that we were on
2 our way, and in the course of somewhere between
3 seven and nine months' worth of back and forth
4 with everybody to try and get this cleared so
5 that we didn't end up here today, we got to the
6 point where we hit the very wall that we were
7 just talking about. So all the effort that we've
8 put in to, to try to get an understanding from
9 general counsel of what they needed to find this
10 legally sufficient, we've exhausted those efforts
11 and, so, we're here today to talk about what it
12 would take to fast track an RFP to get those
13 services in place while they're still needed and
14 while they can provide that level of oversight
15 for the district with regard to the accuracy and
16 the -- the word escapes me right now -- of the
17 financial statements that they're reviewing.

18 MR. DE MEO: So I have a question, Chair.

19 MS. HIXON: Yes, sir.

20 MR. DE MEO: So in a transaction, I was part
21 of a transaction exactly like this at BDO. BDO
22 acquired -- they didn't acquire my firm, they
23 acquired our assets and all of our clients, and
24 then they made employment offers to all of our
25 employees, save one or two. They do that,

1 apparently, to avoid certain liabilities. I
2 don't know that this model has been tested for
3 liability. It doesn't matter. My -- from my
4 perspective, I think it could be challenged.

5 So can we go ahead, knowing that this new
6 company embodies former MSL, not, legally, but
7 the employees and they bought the contracts, can
8 we go ahead and issue them a fast-track RFP and
9 accomplish, basically, the same thing?

10 MR. RHODES: According to what I have read
11 and understood from the statutes, this requires
12 that we put out an RFP to the public in general.
13 And should they be the firm that was the highest
14 ranked and selected by this committee, the answer
15 to that would be, yes. But for to us circumvent
16 or do an off-chute of what the statutes require,
17 my understanding is the answer to that question
18 would be, no.

19 MR. DE MEO: And the new company isn't
20 willing to provide the documents that legal has
21 requested; is that the idea?

22 MS. HIXON: Either them or MSL. No one has
23 provided documentation to state that they have
24 acquired the contract. I don't think there is an
25 issue about the employees. It's just who --

1 because we're in a contract with someone, so
2 where legal is stuck, for lack of a better word,
3 is that they need documentation to say that
4 assets they acquired included the Broward School
5 Board contract and no one will provide that
6 documentation. So it just seems a little off.

7 MR. RHODES: Can Ali add to that?

8 MS. HIXON: Sure.

9 MS. ARCESE: Good morning. Ali Arcese,
10 Office of the Chief Auditor. So I was closely
11 monitoring a lot of the transactions, a lot of
12 the emails that were going back, and our legal
13 department even reached out and said, we
14 understand that if the agreement has to be
15 redacted for confidential information, you know,
16 we understand that you would have to do that and
17 we would accept a redacted document. We just
18 need to be able to confirm that the contract was
19 transferred from one to the next. And so they
20 have repeatedly requested that and they have not
21 been provided that throughout this entire
22 process, even from back, I would say, May, in
23 April and May, these are all communications that
24 have been the same consistently throughout.

25 MR. DE MEO: My understanding of these things

1 is the contract is with MSL, not with Forvis.

2 MS. HIXON: Correct.

3 MR. DE MEO: Forvis can't represent that.
4 They would have to get an engagement agreement
5 from us before they could say Broward County
6 Public Schools is a client of theirs. MSL can
7 still -- still exists legally, not part of
8 Forvis, can we have them do the audit and have
9 them subcontract it out to Forvis?

10 MS. ARCESE: So I have asked that question,
11 as well, and their response is that MSL no longer
12 has staff or any type of -- any assets at all to
13 be able to provide that as well.

14 MS. HIXON: Yes, Mr. Mayersohn.

15 MR. MAYERSOHN: So the last thing and then,
16 you know, we can put it to bed and move forward
17 or maybe work in parallel to see which comes
18 first, but there is an agreement, assignment of
19 auditing services agreement between Sanford
20 Airport Authority and MSL to Forvis Mazars. So
21 this was dated, I guess, January 9th, the
22 partners of MSL, Forvis Mazars and Sanford
23 Airport Authority signed an agreement. I would
24 ask legal whether or not this is legally
25 sufficient to move forward, to create an

1 agreement that assigns or their response is they
2 need further documentation.

3 MR. RHODES: We have gone through that step
4 that you just described, and what happened was
5 that what was provided to our legal team pursuant
6 to that request was still not sufficient to what
7 it was that the legal team needed to see to be
8 able to say this meets our legal sufficiency
9 requirements to go forward with this assignment
10 process. The idea of running parallel with the
11 RFP and to ask these additional questions as to,
12 like, for example, can our legal team draft up an
13 agreement that then entices MSL and Forvis Mazars
14 to both come to the table, sign whatever it is
15 that they would do to be able to gain the legal
16 sufficiency to have the contract assigned to
17 them? That would certainly be the shorter track
18 to this and would eliminate the need for us to do
19 this, but the fact is is that we do --
20 simultaneously, your point, parallel, we do need
21 to proceed with process today, but I don't think
22 it's a bad idea to find out if legal would be
23 willing to do what it is that has been described
24 by really both of you in different ways.

25 So do you think that that would be something

1 that we could ask legal to pursue?

2 MS. HIXON: Yeah. Do you think we could have
3 the lawyer that's been working on it come down?
4 Can somebody try to call them?

5 MR. RHODES: If she's here. Let me get my
6 staff to see if she can come down.

7 MR. DE MEO: Madam chair?

8 MS. HIXON: Yes.

9 MR. DE MEO: Has legal indicated they will
10 not recognize Forvis as the successor in
11 interest?

12 MS. HIXON: Unless they have better
13 documentation that is -- it's not legally
14 sufficient in their eyes.

15 MR. DE MEO: Do they, if we -- if we just
16 said, we think Forvis is the successor -- if we
17 sign an engagement agreement with them, the
18 liability is the same, it's going to be Forvis;
19 right? So if we decide that we want to recognize
20 them as the successor would legal have a problem
21 with that?

22 MS. HIXON: I'd have to ask legal. It
23 appears that they will.

24 MR. RHODES: So far it appears that they do
25 and that's why we're here today. Because we've

1 asked these questions. I've asked questions from
2 several different angles to the point that I
3 think that legal thinks I'm trying to be clever
4 when what I'm really just trying to do is save
5 the ship so that we can get the CFO and the folks
6 that are working on these financial statements
7 somebody there to be reviewing it timely.

8 MR. DE MEO: Forgive me if you, you know,
9 have beaten these paths before, but I don't see
10 the issue. If we're in violation of some
11 statutory requirement, okay, that's fine. And if
12 that's legal's position; okay. But if we're not,
13 you know, we're splitting hairs here for no
14 reason; in my opinion.

15 MS. HIXON: Ms. Shaw.

16 MS. SHAW: I -- I mean, I know we're beating
17 this over, and over, and over again, and we've
18 discussed this with legal. The issue comes back,
19 if MSL wanted to assign this, this would have
20 been done already. It hasn't been done. It
21 doesn't seem that they're willing to. Because
22 based on Mr. De Meo's question was, could they
23 have continued to work and contracted out with
24 this new other company, they're not willing to do
25 that. It would have been easy for them to

1 continue with our contract and work with this new
2 company to get the auditing completed. They're
3 not willing to do that and we're still discussing
4 this. We're not moving forward. Fieldwork needs
5 to be started in at least four months, because
6 audit -- actually, less than that. Because
7 fiscal year ended at 6/30 so that fieldwork needs
8 to be started in another, yeah, three months. So
9 we need to kind of move this process forward. It
10 is a procurement issue. We can't just sign a
11 contract with a new audit firm just because we're
12 trying to get out of a -- another contract. We
13 really need to move this process forward and as
14 quickly as we can.

15 MS. HIXON: Would you like to make a motion
16 to move forward until -- we'll come back if the
17 lawyer's able to come down to kind of answer
18 those questions, but make a motion to move
19 forward?

20 MS. SHAW: I don't think we need a motion.
21 No, we don't need a motion. We just need to
22 continue.

23 MR. MAYERSOHN: I just think we need to go
24 with what we hear and if something happens on the
25 other end, so be it.

1 MS. HIXON: And your public speaker should be
2 here momentarily. So if you want to explain the
3 process and then we'll --

4 MR. RHODES: So with that in mind, what this
5 committee is ultimately charged with is
6 identifying the components of a new RFP that
7 would identify, for example, the scope, the --
8 the evaluation process, the -- layout the rules
9 for how the scoring would occur, and then,
10 ultimately, how one or more firms would be
11 identified for recommendation for board approval
12 and then ultimate selection. And so that was one
13 of the reasons, as well, that I wanted to bring
14 the existing RFP into the room so that we would
15 have something that we could use as a go-by to
16 determine, as well as have some input from some
17 purchasing folks that have showed up at today's
18 meeting to provide us with advice on how we might
19 do that.

20 So knowing the RFP and the RFP process, I
21 would like to ask if the folks from PWS could
22 provide some advice to the committee on how we
23 might be able to use that existing RFP as a
24 template to expedite the work that we have before
25 us today.

1 MS. ANDREU: Good morning. Jennifer Andrew,
2 Executive Director. Absolutely. You should just
3 go through the current RFP and see if there are
4 any revisions that you would like to make to the
5 scope of work and we are here to record that and
6 I know that this was just entered into
7 Granicus -- into Ariba, rather, I believe,
8 yesterday. So we keep talking about expediting,
9 expediting, but it will have to, as legal always
10 likes to say, be in the queue with all of the
11 other solicitations that we currently have. Of
12 course, Belinda Defoor is here, she is actually
13 the purchasing agent that will work with the OCA
14 on this request. But I want to just set
15 realistic timelines as we move forward and make
16 sure that, you know, PWS is not to blame at the
17 end. This usually is a three- to six-month
18 process. So I just want to make sure on the
19 onset we set that expectations.

20 MR. RHODES: We -- I'm sorry.

21 MS. HIXON: Ms. Shaw.

22 MS. SHAW: Through the Chair. Are there any
23 policy -- are there any procurement policy
24 changes that would affect this contract since
25 2021 that we need to be -- that we need to be

1 aware of, number one?

2 Number two, I understand three to six months
3 procurement and there are ways to reduce that
4 timeline. Could you tell us what we need to do
5 in order to reduce that timeline? Because we
6 really do need to reduce the timeline.

7 I mean, the idea, at this point I don't think
8 we're concerned about meeting GFOA certification
9 requirements. Right now we just need to meet the
10 deadline which was changed by GFOA to be six
11 months where you can't ask for an extension. So
12 that's critical.

13 MS. HIXON: And also it's a state statute.
14 Like we would be out of compliance with the state
15 statute if -- yeah.

16 MS. ANDREU: So, through the Chair? To
17 answer your first question, no, you know, that
18 the purchasing policy was amended, but there is
19 nothing currently in that policy that
20 would necessarily make any changes to the current
21 Request for Proposal or the one that you would
22 propose going forward. I think that, maybe, if
23 we wanted to look at page 7 of the old RFP that
24 kind of outlines the -- from the procurement
25 standpoint the part that we do not have any, for

1 lack of a better term, control over, is when the
2 contract goes to legal and they have to negotiate
3 and deem that contract legally sufficient. So
4 that will add to the current timeline.

5 So, again, we will do everything from our
6 standpoint to expedite this, which is why we are
7 here today at the last minute, and we do want to
8 make sure we give vendors the opportunity, right,
9 to have a chance -- so we can't expedite it to
10 the point where the vendors come back and say we
11 didn't have an opportunity to bid or we didn't
12 know about it.

13 So we want to make sure we advertise it long
14 enough. We want to make sure that we have the
15 pre-bid meetings. So all of those things do take
16 time. And, of course, we have to post the
17 tabulation and then leave that available for any
18 possible bid protests, which we don't anticipate.
19 But you can see here at least four to six weeks
20 with just the beginning and then doing the actual
21 evaluation and the contract, as I mentioned.

22 MS. SHAW: Through the Chair?

23 MS. HIXON: Ms. Shaw.

24 MS. SHAW: Thank you. Through the Chair.
25 Are we going to be sending -- because it wasn't

1 that long ago we did a proposal. Are we going to
2 be sending a copy of the proposal to various
3 companies to at least alert them that this is
4 going on? Or -- I mean, I understand, yes, we're
5 going to put it out on whatever platform we're
6 using, but will we also be sending something out
7 to companies, whether it's MSL, this new firm or
8 whoever, a list of the other ones who have also
9 submitted or that we are aware of to let them
10 know that this proposal is also out there?

11 MS. ANDREU: Great question. Our current
12 process is to post on DemandStar and all of those
13 firms that are signed up with DemandStar would
14 get an alert if this is within their NIGP scope
15 of work. We do, through our Economic Development
16 Office, we, personally, call our smaller
17 certified firms that are with our Economic
18 Development Department. If it is the will of
19 this committee to call everyone, we absolutely
20 can do that. We can contact all of the current
21 vendors. I just -- that always worries me
22 because then if we miss someone and they say they
23 weren't notified and these other firms were. But
24 if it is the will of the committee we have no
25 problem. Staff is readily available to contact

1 whoever this group sees fit.

2 MS. HIXON: Mr. Mayersohn.

3 MR. MAYERSOHN: So, through the Chair. On
 4 page 7 of the previous -- previous RFP, the
 5 timeline through the end of October 28th, posting
 6 of recommendations, does this have to go
 7 somewhere to the school board for approval? So
 8 does this -- so follow-up question. So does the
 9 school board approve the rankings or
 10 recommendations or do they approve the contract?
 11 What does the school board do or, I guess to the
 12 point of, I mean, you know, from a municipal
 13 official, there may be a different process in
 14 approving contractual agreements. I'm not sure
 15 if Ms. Hixon wants to answer that.

16 MS. HIXON: Well, I mean, I can give part of
 17 it. We don't have anything to do with the
 18 ranking. We approve it once they've selected or
 19 once we -- the committee selects.

20 MR. MAYERSOHN: So this committee creates the
 21 rankings and the recommendation. Does the board
 22 have -- does the board turn around and go, well,
 23 we wanted company X and -- would they then have
 24 to re-rank and go through this whole process
 25 again?

1 MS. HIXON: No, I don't think we're legally
2 allowed to do that.

3 MS. ANDREU: So, if I may? After this --
4 this committee evaluates and deems which firm or
5 firms are going to be awarded, the contract is
6 deemed legally sufficient with general counsel, a
7 recommendation from procurement is made to the
8 superintendent who then provide his
9 recommendation to the board. And the board will
10 accept, right, vote that up or down. But they
11 do, absolutely -- they're approving the spend;
12 they're approving the contract; they're approving
13 the terms of the contract and all of those items
14 that you might see on any of our executive
15 summaries of 00 items.

16 MR. MAYERSOHN: So I guess -- just one more
17 question, Madam Chair. So I guess what would
18 seem to be is that although October, I mean, if
19 we kept the same timeline or even went from
20 August to September, you're still talking about
21 posting recommendations and then another 30 to 60
22 days after that to get final approval and
23 somebody in place; correct? Or there's a
24 timeframe to do that.

25 MS. ANDREU: Correct. And that's why I said,

1 this process normally takes three -- the entire
2 process from start to finish is normally six
3 months. Again, we will do everything within our
4 power to expedite, but this process is normally
5 six months.

6 MS. HIXON: Mr. De Meo?

7 MR. DE MEO: So given what we've heard, I
8 think we should continue moving forward and I
9 would be -- I would be one that would be in favor
10 of the chief auditor completing the past RFP
11 updating it and sending it to legal to expedite
12 the process. And in the meantime on a separate
13 track I think legal and maybe the chief auditor
14 should be talking to MSL to see if they'll
15 capitulate and find a way for us to deal with
16 them more directly.

17 MS. HIXON: That's a good segue because we
18 have legal here now.

19 MR. RHODES: Before legal speaks, can I just
20 respond to that? I think one of the things for
21 us to keep in mind is that the RFP that we're
22 looking at is not just sufficiently similar to
23 what it is that we're trying to get in the way of
24 responses, it's probably as close to identical as
25 using any other RFP. So -- but the point I'm

1 making is that the requirements of the statute is
2 that these components of the RFP have to be
3 vetted through the members of this committee. So
4 handing it off to me would pull us out of
5 compliance with the requirements of the statute.
6 If we look through this RFP and identify that
7 those components are already good in the eyes of
8 this committee, then I would be able to do the
9 next part that you said, which is to work on
10 getting it sent through the Ariba process, work
11 together with legal to do whatever we can do to
12 streamline from the RFP process. But, again, now
13 that we have a member of legal here who we've
14 spoken with on this in the past, there was a
15 question, Ms. Balkanski, on whether or not there
16 was a possibility of developing an agreement that
17 would entice MSL, the district and Forvis Mazars
18 to do what needs to be done that hasn't been done
19 yet, and create that as opposed to trying to
20 obtain a document that identifies that MSL had
21 turned over all of its assets to Forvis Mazars
22 and that they indeed wanted to have their
23 contract assigned. I'm kind of paraphrasing what
24 I heard from the committee before. And so if
25 anybody wants to make any clarifications before

1 she responds, please feel free to do so.

2 MR. MAYERSOHN: Yeah, and I don't know if --
3 through the Chair. I don't know if you have seen
4 this, the agreement from the Sanford Airport
5 Authority and MSL to Forvis Mazars, have you seen
6 that agreement?

7 MS. BALKANSKI: They did send a sample of it.

8 MR. MAYERSOHN: Okay. So is -- is that
9 something, using that template but putting it in
10 your own BCPS language that you would find
11 legally sufficient, is -- is that something that
12 the legal department would take under
13 consideration to assign the contract?

14 MS. BALKANSKI: So let me back up just a
15 moment. Good morning. I believe that we are
16 still in -- if Ms. Andreu could confirm, that we
17 are still under contract with MSL until, is it
18 December or November?

19 MR. RHODES: November.

20 MS. BALKANSKI: Right. So I think initially
21 what the plan was was that Forvis Mazars through
22 this, and forgive me if, you know, this has
23 already been discussed prior to me coming down,
24 but Forvis Mazars had acquired, they are saying
25 they acquired certain assets from MSL, but

1 they're not able to show that in the way of this,
2 you know, asset purchase agreement and whatnot,
3 so we have no way of -- we can't give them
4 something that isn't available, basically. So
5 the original plan was to have like a
6 reassignment, to reassign the contract that we
7 currently have with MSL to Forvis Mazars, but in
8 order to do that we need proof that they acquired
9 the contract through their asset purchase
10 agreement. So that's kind of why all of this
11 is -- that's why we are where we are now.

12 As far as what options are available, the
13 fact that we're still under contract,
14 technically, with MSL does come into play.
15 Because we can't have that contract hanging out
16 there and then get involved with yet a new
17 agreement for, you know, similar services. There
18 are a lot of details that we would have to -- I
19 would have to review again in this context, if
20 any new information is coming forward, but I
21 think where we're at is, I mean, I don't want to
22 overcomplicate it and it really isn't. If Forvis
23 Mazars just gives us what we need, then we can
24 move forward with the reassignment, we can make
25 it happen. But for whatever reason they are not

1 able or unwilling, so we're trying to, basically,
2 take care of business in a different way.

3 MS. HIXON: Mr. De Meo.

4 MR. DE MEO: Through the Chair. Thank you
5 for coming down. I believe Forvis doesn't --
6 they don't own the contract. They can't own the
7 contract. They can only have an arrangement with
8 us if we sign an engagement with them. So they
9 can't give you what you're asking for. It's that
10 simple.

11 However, perhaps we could find a way to
12 consider Forvis a successor in interest of some
13 kind and go forward on that basis. Because MSL
14 still exists legally. It's a separate entity.
15 And it will always exist as long as those
16 partners or shareholders allow it to exist. A
17 CPA firm can't assign a contract to another CPA
18 firm, it just can't do it. There's no basis for
19 it. There's no legal foundation for it.

20 So is there a way we could recognize Forvis,
21 they've acquired an interest in the business, in
22 those clients, as long as the client agreed to
23 reengage Forvis and they've hired those
24 employees, is there a way we can just recognize
25 Forvis as the successor to MSL and move forward

1 expeditiously?

2 MS. BALKANSKI: That may be a possibility.
3 But I can't give you a definitive answer at this
4 moment. I would have to do, you know, my due
5 diligence and, you know, research. Because
6 everything is on a case-by-case basis and see
7 what criteria we're dealing with.

8 MR. DE MEO: One more question. If we can't
9 do that can we just express today that we have
10 confidence in the agreement as it exists and Mr.
11 Rhodes' ability to update it and then you all can
12 review it so that we can just cut that much out
13 of the calendar?

14 MS. BALKANSKI: Just for clarification, when
15 you say "the agreement as it exists" are you
16 referring to --

17 MR. DE MEO: The RFP. Excuse me. Yes.

18 MS. BALKANSKI: Okay. I would have to see
19 that document.

20 MR. RHODES: I can get you a copy of that
21 RFP. We have it here today for the benefit of
22 the committee to look at.

23 And with regard to what Mr. De Meo said, the
24 extent to which I would be able to step in and do
25 it, again, assuming that this committee deems

1 this a sufficient RFP with regard to the language
2 that's already included, I would be able to ask
3 PWS to update date, a new RFP number, the things
4 that would make it a unique document for purposes
5 of going through a new selection.

6 MR. DE MEO: Yeah, I view that as a
7 ministerial thing. If the Chair agrees, we're
8 going to beat a dead horse again, we're going to
9 send it to legal, we're going to look at the --
10 what can we add to that?

11 MR. RHODES: I think it would still have to
12 go back to legal because by the time this
13 committee makes its recommendations for firms
14 that would be awarded, firm or firms that would
15 be awarded, there would then be a negotiation
16 period between legal and then also another --

17 MR. DE MEO: Yeah, but the RFP is what I'm
18 talking about. If they've already opined on a
19 template or an RFP and we're using that as the
20 template, it would seem to me that that would
21 expedite legal's review and the rest of it is
22 ministerial.

23 Now, can we add something? Should we look at
24 it? You know, maybe if you could send it to us
25 and we can get back to you in a couple of days,

1 but it seems to me not a productive exercise.

2 MR. RHODES: I think that what we're doing
3 here is we're looking for the identical services
4 that this RFP ultimately yielded. And so for
5 that purpose I think that there hasn't been any
6 change, as Ms. Andreu had mentioned, in the
7 policy, and there hasn't been any change in what
8 it is that we would look for in the scope of
9 services from an awarded firm or firms. So I
10 agree with you on that, that that would
11 definitely cut down on some time when it comes to
12 getting that part together. I would want to,
13 just as a formality, go through what is in this
14 document, as the scope, the way that we would
15 score, the way that we would evaluate and then
16 ultimately make a motion.

17 MR. DE MEO: Go ahead and torture us.

18 MS. HIXON: Ms. Shaw.

19 MS. SHAW: Yes, absolutely. And as well as,
20 is there any way, because I would like to see
21 this start a month earlier versus -- if we're
22 going to put this together maybe we can put it
23 out at the end of August, the beginning of
24 September versus -- I mean, I know this is like
25 the end of September, but I would like for this

1 to go out sooner. The other details such as
2 scoring, et cetera, et cetera, those things I
3 think we can do in the next few days, allowing
4 PWS sufficient time to formalize and getting this
5 out on the street, putting it in -- was it
6 DemandStar or --

7 MS. HIXON: Ariba.

8 MS. SHAW: And, of course, notifying any
9 other -- any other companies that we would like
10 for them to notify, which I would love for to
11 definitely notify the other companies that are
12 out there. I think that gives us a broader
13 perspective in terms of folks who may actually
14 bid and gives us a little bit more information.
15 Not only that, looking at how many renewals, as
16 well, because this -- this would make -- I think
17 we may be able to change the number of renewals
18 per statute on this one as well.

19 MS. HIXON: Mr. Rhodes.

20 MR. RHODES: So I just wanted to make a
21 mention and let Ali fill in some of the
22 additional details. So the work of the financial
23 auditor is generally concluded in March. That
24 means that we would need to have gone through
25 this process, sent it to the board for approval,

1 all the other things that have to happen in
2 between them. So when we say March, we're not
3 saying that March is when they would be engaged
4 by. We're saying that in order for them to meet
5 their reporting requirements and for the district
6 to benefit from its opportunities to apply for
7 its awards that it does every year, all those
8 things would have to be done by who we would
9 select as a district by March, all the work would
10 have to be done, too.

11 MS. SHAW: Absolutely. Which is why I said,
12 field work would be starting in at least three
13 and a half, four months, so we do need to have
14 our auditors in there.

15 MR. RHODES: And Ali can provide some
16 additional information on those datelines.

17 MS. ARCESE: So, through the Chair. We have
18 regulatory reporting requirements, our single
19 audit, our financial audit has to be uploaded
20 into the federal audit clearinghouse. A lot of
21 those requirements must be by March 31st. And so
22 if we do not have, not just the financial audit,
23 but also the single audit completed by then, then
24 we will not meet that deadline and that will
25 impact the district negatively.

1 MS. HIXON: Mr. Mayersohn.

2 MR. MAYERSOHN: So have we asked for an
3 extension?

4 MR. RHODES: That's --

5 MS. SHAW: It's no longer required,
6 extensions. We can request an extension for
7 single audit, but not for the financial
8 reporting. Sorry.

9 MS. HIXON: I'm going to take a pause. We do
10 have a public speaker. So Dr. Nathalie
11 Lynch-Walsh.

12 DR. LYNCH-WALSH: Good morning. I don't
13 think this is on. Dr. Nathalie Lynch-Walsh.
14 Until you elect a new chair, I'm currently your
15 duly elected chair of the audit committee removed
16 because of the superintendent's malfeasance. But
17 that's not why I'm here today. The chaos
18 surrounding this has me so bent out of shape that
19 I drove through over an hour of traffic to get
20 here. I sent everyone an email last night after
21 pulling together documents and I just want -- the
22 confusion seems to be things are getting
23 conflated. And of all the comments I heard so
24 far Mr. De Meo is the one that I'd like to start
25 with and continue from.

1 So I pulled, based on the districts that were
2 mentioned in the emails that I obtained, the
3 Brevard Public School's assignment agreement,
4 which was approved by their school board, which
5 had to first be brought to the school board by
6 their superintendent because that's how their
7 contract works. So their contract, and if I had
8 to guess, I wonder whether the indemnity clause
9 is part of the reason the district is reluctant
10 to do this, because they struck something from
11 the agreement in order to increase the level of
12 independence of Forvis Mazars, so that's under
13 liability. But the thing is, their school board
14 and other entities approved the assignment which
15 has to happen first. So, to Mr. De Meo's point,
16 if you pull the agreement there are three things
17 that I have tabbed. Just to remind everybody,
18 because the superintendent is not here, although
19 his representative is Mr. Mayersohn, Section 3.11
20 -- sorry, not 3.11. The superintendent, 3.19,
21 agreement administration, SBBC has delegated
22 authority to the Superintendent of Schools or his
23 or her designee to take any action necessary to
24 implement and administer this agreement. It's
25 possible this language was in place before the

1 chief auditor started reporting directly to the
2 school board, which is probably why for years
3 there's also been a superintendent's rep on the
4 audit committee, and none of that changed when
5 the chief auditor started reporting directly to
6 the school board. But, per this agreement, this
7 is the superintendent and his staff's
8 responsibility to make sure that this is
9 administered correctly, not the chief auditor.
10 That's one.

11 Assignment -- and to Mr. De Meo's point that
12 he was trying to explain to legal, 3.11,
13 Assignment, neither this agreement nor any
14 interest herein may be assigned, transferred or
15 encumbered by any party without the prior written
16 consent of the other party. Therefore, there
17 shall be no partial assignments of this
18 agreement, including, without limitation, the
19 partial assignment of any right to receive
20 payments from SBBC. So, as Mr. De Meo pointed
21 out, you're kind of trying to put the chicken
22 before the egg or step B before step A. You
23 cannot have an assignment unless the other
24 parties agree. So they cannot give what the
25 district is asking for, what the district seems

1 to be asking for. But it's my understanding that
2 legal from the district has not ever spoken
3 directly to legal from Forvis Mazars, and I'm in
4 possession of an email where the secretary for
5 Ms. Balkanski says, please take me off this email
6 trail. Legal has never spoken to legal. We've
7 had procurement and audit involved in the soup,
8 but not legal to legal. I'm trying to understand
9 how all these other districts and other
10 governmental entities have assigned their
11 contracts to Forvis and we are the only holdout.
12 I'm not understanding that. And that's the thing
13 that needs to be -- because this was done back in
14 March in Brevard, done in March, kept it moving.
15 We are now well into August and still having an
16 issue.

17 And then the last section in here that speaks
18 to liability that would need to be looked at is
19 Section 2.12, that's on page 8 of 16 of the
20 district's agreement. So I'm guessing indemnity
21 had an issue -- is an issue unless it's simply
22 people not understanding that they're asking for
23 something that can only exist if all the parties
24 agree, and that legal needs to talk to legal.

25 MS. HIXON: Dr. Lynch-Walsh, that's the three

1 minutes.

2 DR. LYNCH-WALSH: Oh, okay. They usually let
3 people go longer. And then scope of services and
4 evaluation criteria should be written by this
5 group, not by Procurement. And I wasn't here for
6 the beginning of the conversation, but I hope
7 that those two things are being done by this
8 group. Thank you.

9 MS. HIXON: We haven't gotten that far.

10 Did you want to respond?

11 MS. BALKANSKI: Thank you. Just for
12 clarification, the Brevard agreement, one of the
13 concerns was that their legal department did not
14 have an opportunity to review it. So, basically,
15 it got funneled through and approved without
16 legal review. And I had -- you know, basically,
17 spoken with the general counsel for Brevard and
18 they were a little surprised, you know. It is
19 what it is. Now, it's all executed, it's been
20 signed, so they have to live with it.

21 But in our case, you know, since we have had
22 an opportunity to review it we are just trying to
23 make sure that it is legally sufficient and
24 protect the district.

25 MS. HIXON: Thank you for that. Although,

1 I'm trying to pull it back up, I did notice in
2 the email that was sent that it did say that
3 their legal reviewed it, that they had a date of
4 when their legal reviewed it. I mean, I know you
5 had a conversation with them, but the email that
6 we received did indicate that they reviewed it
7 back in February.

8 Okay. I guess moving on, so is it
9 possible -- let's figure out where we're -- so
10 we're going to move forward with figuring out the
11 scope and scoring for RFP, but legal is also
12 going to look into other suggestions that were
13 made; is that -- I just want to clarify that. Is
14 that our -- do we all leave here thinking the
15 same thing?

16 MS. BALKANSKI: Yes. And if after this
17 meeting I could, you know, perhaps just work with
18 Mr. Rhodes and his team just to, you know,
19 clarify those points and make sure that my
20 understanding is accurate.

21 MS. HIXON: Okay. Great.

22 Mr. De Meo.

23 MR. DE MEO: Before we on, just one other
24 question. My understanding is that entities
25 regulated or that are franchises of the State of

1 Florida cannot sign, allow an indemnification
2 provision in a contract. Is that -- I'm sure MSL
3 knows that; right?

4 I mean, we haven't allowed them to be
5 indemnified in any contracts; have we?

6 MS. BALKANSKI: I don't have an answer to
7 that question at this time. Typically, when we
8 are dealing with indemnification and those types
9 of issues we do involve our risk management team
10 just to make sure that we're meeting whatever
11 requirements are necessary.

12 MR. DE MEO: Because, typically, that could
13 impair the independence of an auditor. And
14 sometimes if it's a simple matter of indemnifying
15 or holding them harmless for fees in excess --
16 you know, not in excess of one year's fees,
17 something like that, that might be considered
18 harmless. But I don't think MSL would hold us to
19 requiring indemnification, just -- most of the
20 entities I've dealt with that are either
21 regulated or, you know, Florida agencies, you
22 just can't have an indemnification agreement.

23 MR. RHODES: So I would suggest that we do
24 one of a couple things, because we're on a pretty
25 strict timeline here for the purposes of the

1 Chair as well as other meetings that we have
2 following this one, I would like to ask if the
3 committee would review the areas that this
4 committee is supposed to be helping to develop to
5 determine whether or not what is already included
6 in this prior RFP is sufficient language so that
7 the committee is the one making that
8 determination, giving that response back to me on
9 that and then that way I would be able to start
10 the process with the proper entities reviewing
11 and making recommendations, if any, in these
12 areas of the RFP that are responsibilities of the
13 committee, at which point we could say, for
14 example, I received information from all
15 committee members that the language is sufficient
16 for what it is we're trying to procure, I could
17 then move forward with getting the RFP updated to
18 become a current document that would be prepared
19 for advertisement and solicitation of these
20 firms, and then we would be able to move to that
21 next step. But because we're running out of time
22 here, we have two choices. We either have to put
23 together another official meeting to get together
24 and discuss this or we could have the information
25 independently sent to me by the members who have

1 reviewed this and we could then combine that
2 information and I would save all that information
3 together in a file and send the RFP as either
4 amended or as is back to PWS to get that process
5 started while we simultaneously wait to hear back
6 from Ms. Balkanski on anything that, the
7 questions that were raised today that she might
8 be able to help us address and that might help us
9 to expedite this as well.

10 MS. ARCESE: Through the Chair. I want to
11 make sure that I ask this question so that we're
12 all clear. Are we able to release an RFP knowing
13 that we have a current contract in place?

14 MS. BALKANSKI: That is actually a question
15 that I had as well, given that we have a current
16 contract with MSL. And I did have a conversation
17 with Procurement about this. I don't know if the
18 answer has changed. I thought at the time it was
19 not a possibility unless we terminate the
20 agreement with MSL.

21 MS. ARCESE: Okay.

22 MS. BALKANSKI: But I would defer to
23 Procurement on that.

24 MS. HIXON: I also, while we get an answer
25 from them, since they're here, if they can answer

1 that now, there was also a question earlier
2 before you came down, if we are in a contract
3 with MSL, could they subcontract our contract to
4 the other company? That was one of the
5 questions.

6 MS. BALKANSKI: Right. So that would --
7 there would have to be a provision for that in
8 the actual agreement. That's usually what it
9 comes down to.

10 MS. HIXON: Okay. So we'd have to look at
11 the contract.

12 MR. DE MEO: Maybe we could amend the
13 contract and have both parties agree to that.
14 That would be the quick fix.

15 MR. RHODES: Is that possible?

16 MS. BALKANSKI: I would have to review it.
17 It doesn't -- I don't know if it's possible, but
18 I think the goal is to keep it clean, also. You
19 know, this is something that we're going to live
20 with, so to speak, so just to make sure, you
21 know, dot our i's, cross our t's. I'd have to do
22 my due diligence.

23 MR. RHODES: Understood. Understood.

24 MS. HIXON: The contract that we have with
25 MSL now, in Section 3.11 it says, neither this

1 agreement nor any interests herein may be
2 assigned, transferred or covered by any party
3 without the prior written consent of the other
4 party. So would that be interpreted to say, if
5 everybody agreed it could be assigned and that's
6 in the contract already?

7 MS. BALKANSKI: So that would kind of take us
8 back to the issue at hand, which is the
9 reassignment, not knowing they actually did
10 acquire the contract. So it's like a -- it's not
11 entirely clear.

12 MS. HIXON: So at the end of the day if we
13 just had something from MSL that said they
14 transferred our contract to Forvis Mazars we
15 could move on and we wouldn't be in this
16 position.

17 MS. BALKANSKI: I mean, that's essentially
18 what we're asking for. The asset purchase
19 agreement would have been like the number one
20 document to refer to, but they are not able to
21 provide it, for whatever reason. I suspect they
22 have their reasons for that. But if there was
23 something that they could provide that would, you
24 know, make us comfortable, you know, we're taking
25 them at their word and we need more than that.

1 MS. HIXON: And have you spoken directly with
2 the legal to have that conversation and say if
3 you could just provide us with something; have
4 you had that conversation?

5 MS. BALKANSKI: So the person that has been
6 on the front end of this is not legal. It's
7 somebody else by -- his name is Bill. Yeah. But
8 he's not legal. Yeah. But he's not legal. I
9 believe he is -- I don't think he's the owner.

10 MS. ARCESE: A partner.

11 MS. BALKANSKI: He's a partner, but he's a
12 CPA.

13 MS. HIXON: So is it possible for us to reach
14 out directly to their legal? And maybe he just
15 doesn't understand. If you ask me a legal
16 question, I wouldn't know the first thing to
17 answer.

18 MS. BALKANSKI: No, I mean, that's
19 understandable. He seems to be doing all the
20 legwork in this process. We would -- I mean, we
21 could have a conversation with legal, but I think
22 before we open that door, right, we want to make
23 sure that we know what avenue we want to pursue
24 because you can't un-ring the bell. You know,
25 once you start this conversation, sometimes it

1 takes a life of its own and we don't want to
2 like -- we want to keep it really clear and
3 protect our -- protect the district and navigate
4 carefully.

5 MS. HIXON: But we would have to work with
6 their legal, regardless. I mean, the issue here
7 is that it is time sensitive that we -- if we
8 have to go through an RFP process, as was just
9 mentioned, that's potentially a six-month process
10 and we will be out of compliance in November. So
11 -- because that contract ends and work needs to
12 be done. So I think as a committee we all would
13 like to do whatever is the most expeditious --
14 you know, expeditious, I don't think that's the
15 right word, thing to do to be able to get this
16 contract going. And it seems like MSL and Forvis
17 Mazars want to be able to just do that transfer,
18 there just seems to be a missing link of some
19 kind of documentation. So if you keep dealing
20 with one person and it doesn't seem to get --
21 whatever the reason is, if we could just try to
22 have that conversation directly with their legal
23 maybe they could explain why they don't have that
24 paper and you have that conversation and the
25 light bulb goes off and everybody's like, oh,

1 okay, yes, now it's legally sufficient. Maybe
2 not. But I would rather have the opportunity to
3 do that and be able to move on. Because that
4 actually just doesn't get us to November, I think
5 it would also potentially get us an additional
6 year, because they have two renewals coming up;
7 if I'm not mistaken. So it would give us enough
8 time to do an RFP for when we can't have that
9 last extension and nobody would be in a time
10 crunch.

11 MS. BALKANSKI: Earlier in the process they,
12 Forvis Mazars, they did advise that they weren't
13 able to provide the asset purchase agreement
14 because it was confidential, you know. So the
15 opportunity for them was, well, redact it, we're
16 okay with that. We just need to see that, you
17 know, you actually got this agreement and that
18 we're not just -- we can't just take your word
19 for it because then we're not protected.

20 MS. HIXON: So, I mean, if we could reach out
21 to their legal, maybe their legal would be able
22 to provide a single document that says, yes, we
23 have acquired this asset and we don't care about
24 the rest of them, we just care about our
25 contract. If there's a way -- which would,

1 essentially, kind of be what I think Mr. De Meo
2 was mentioning, which was something that
3 everybody signs that says, yes, we agree that
4 this contract has been transferred to this
5 company.

6 MS. BALKANSKI: Right. And it would need to
7 be something more formal than what was already
8 provided. You know, I won't rehash that, but --

9 MS. HIXON: Right. And that's what I'm
10 saying. If you could directly reach out to their
11 legal, explain exactly what we need so we could
12 just wrap this up, they could -- I'm sure they
13 want our business. So I don't know why they
14 would be making it so difficult, you know,
15 because it's a pretty substantial contract. So
16 is that something that we can ask that you --
17 that you do?

18 MS. BALKANSKI: It can't hurt. It can't
19 hurt. You know, as long as they -- just to avoid
20 going in circles with them, we don't want the
21 same stuff that they already gave us.

22 MS. HIXON: Right. That's what I'm saying.
23 If you spoke to someone different that
24 understands what you're asking for, maybe, and
25 have that direct conversation, then maybe -- then

1 you could let us know whether that was successful
2 or not, then we know whether or not we have to do
3 the RFP or not.

4 MR. RHODES: And in the interest of time, I
5 want to mention that if -- even if it is
6 prohibited for us to release an RFP while this
7 contract is still intact, I don't think that it
8 stops this committee from doing its work to
9 develop as we've discussed the RFP and have it
10 ready so if one switch has to be turned off, the
11 other can immediately be turned on. And I'm just
12 wondering if that is the will of the committee,
13 through the Chair.

14 MS. HIXON: And before we get to that I would
15 ask the committee, I know we were sent the RFP a
16 couple of days ago, so is there -- I think we
17 could easy enough say, is there anything that we
18 want to be changed in here or do we think the RFP
19 would be exactly the same except for date
20 changes, basically?

21 Ms. Andreu.

22 MS. ANDREU: Thank you, Madam Chair. There
23 are a few suggestions I would like for the
24 committee to consider. And that is -- I guess,
25 the first one would be on page 12, the evaluation

1 criteria. Excuse me. This would have to go to
2 our goal-setting committee as well and they would
3 set an affirmative procurement initiative.

4 Currently we have included all groups. So where
5 you see there, Small Minority & Women, we have
6 also included our Emerging Veteran participation.
7 It's been all inclusive. So that would be one
8 consideration for this group, as well as the
9 column starting in 4.4.21 where you have, yes,
10 but with standard deviations, in several of our
11 more recent RFPs we have removed that column.
12 Again, whatever the will is of this committee,
13 but it has caused with general counsel some areas
14 of confusion. So I think it's a little bit
15 cleaner if you just say yes or no, you can comply
16 or you cannot. So those are two recommendations,
17 if you will, from us.

18 MS. HIXON: Okay. Anybody have any thoughts
19 on those recommendations? It's fine with me.

20 Can you explain the first part, I guess, the
21 yes, but -- where you were just talking about 4.4
22 where it says evaluation criteria, what was the
23 recommended change there, Ms. Andreu?

24 MS. ANDREU: Starting with Section 4.4, I am
25 recommending that you remove that middle column.

1 MS. HIXON: No, I got that. You said
2 something before that. I didn't know where that
3 was at.

4 MS. ANDREU: That's also 4.4, if you see
5 there, the Cost of Services and it's throughout
6 the document, but I just pointed it out on the
7 same page. It would be all inclusive. And when
8 we're talking about the evaluation and -- of, you
9 know, small, local, minority, veteran, women.

10 **Q. So you would get rid of the S/M/WBE**
11 **participation and just say all --**

12 MS. ANDREU: We would list everyone --

13 MS. HIXON: Oh, okay.

14 MS. ANDREU: -- after it goes to
15 goal-setting. Because that committee would apply
16 exactly how many points and what the goal would
17 be and what incentive there would be. But it
18 would be all inclusive.

19 MS. HIXON: Anybody have anything else?

20 MS. ANDREU: And if I can, ma'am, point out
21 4.4.23, just, again, because of our timeline and
22 everything that has been discussed this morning,
23 looking at that November 15th deadline, I'm not
24 quite sure how we navigate that.

25 MR. DE MEO: Through the Chair?

1 MS. HIXON: Hold on. Ms. Shaw.

2 MS. SHAW: Yes. Thank you.

3 Ali --

4 MS. ARCESE: Yes.

5 MS. SHAW: Does this audit require a minority
6 firm? I know for the single audit that's
7 different, but does it require a minority firm?

8 MS. ARCESE: I don't know. I don't have an
9 answer. I'd have to get back to you.

10 MS. SHAW: Okay. Thank you.

11 MS. HIXON: Mr. De Meo.

12 MR. DE MEO: Yeah, 4.4, those acronyms,
13 W/S/M/WBE, are you suggesting that veterans be
14 added to that; is that the change?

15 MS. ANDREU: Through the Chair. What we have
16 been doing lately, and, again, it's as a result
17 of what happens at the goal-setting committee,
18 but, yes, our policy has changed and been revised
19 and we have included Emerging Small Minority
20 Women and Veterans. So lately the goals have
21 been all inclusive for all of those groups; yes.

22 MR. DE MEO: And is that a statutory or a --
23 is there a legal basis for that or is that just a
24 policy?

25 MS. ANDREU: Both. We -- Broward County

1 School Board did have a disparity study conducted
2 and accepted by our board in, I want to say,
3 January '23, don't quote me on the date, but --
4 and as a result of that legally defensible
5 disparity study and the accompanying policy we
6 are able to have affirmative procurement
7 initiatives.

8 MR. DE MEO: So does that generally slow down
9 or exclude firms?

10 MS. ANDREU: It does not exclude or slow
11 down. What -- well, in terms of?

12 MR. DE MEO: What I'm saying is it's harder
13 to -- it would seem to be harder to comply with
14 that for some firms than others.

15 MS. ANDREU: It has not been at all difficult
16 for firms to comply with it. Sometimes -- it's
17 not necessarily mandatory. It might be
18 additional points be added. So, you know, if you
19 use any of our certified firms, depending on what
20 the goal-set is, you would get an additional 5
21 points, 10 points. So it's just an incentive to
22 increase your overall score. But it's not
23 limiting at all.

24 MR. DE MEO: Thank you.

25 MS. HIXON: Mr. Mayersohn.

1 MR. MAYERSOHN: Does the RFP have audit
2 deliverable timetables on it? Because if this is
3 going out and we're not going to get anything
4 precluding that we can't get the legal agreement,
5 we're cutting ourselves short because we've got
6 to be in compliance. So I'm wondering whether we
7 need to put time tables in of expectations of
8 when somebody needs to complete a report for
9 compliance.

10 MS. HIXON: Ms. Andreu or --

11 MS. ARCESE: So through the Chair. So I want
12 to go back to Ms. Shaw's question. So I know
13 that the -- it's a not mandatory, but the
14 selection of the -- of the auditing firm has to
15 meet our guidelines; right? So if we have an
16 auditor who is proposed and they're not able to
17 manage those timelines as you were just
18 mentioning, although they may meet other
19 criterias, they cannot serve us as a competent or
20 be able to provide us the information because we
21 are a large district and so all of those
22 components have to go into the rating of that
23 vendor.

24 So to answer your question, although we may
25 have criterias within our RFP that gives extra

1 points, we also have to consider what our needs
2 are as a district and if that vendor will provide
3 us the services that we need by the timelines
4 they've been given.

5 So going to that 4.4.21 I believe that Ms. --
6 or 4.4.2.3, the November 15th date of each year
7 is when the auditing firm is supposed to deliver
8 the report to us. So I think that in order for
9 the district to meet certain guidelines, which
10 that would allow us to bring the report to the
11 December board meeting so that they can apply for
12 the award that they have gotten year after year,
13 that's why that date is in that section.

14 MS. HIXON: Ms. Shaw.

15 MS. SHAW: My question wasn't about --

16 MS. HIXON: That was Mr. Mayersohn's
17 question.

18 MS. SHAW: Yeah. My question, Ms. Ali,
19 wasn't about -- my question was, does the audit
20 require -- because some organizations require
21 that there is a minority firm that works along
22 with the contract audit. So if there isn't, then
23 -- Ms. Andreu's shaking her head, no, so that's
24 fine.

25 But I do want to make a point through the

1 Chair, Ms. Andreu. I understand your policy as
2 it relates to minority firms, veterans, et
3 cetera. However, in our case, in a case like
4 this, because I believe that once we include all
5 of this it's going to delay this process, number
6 one. Number two, because it's not a Florida
7 statute requirement, we can waive it in order for
8 us to get this on the street and be able to
9 receive sufficient equitable companies who are
10 going to bid on this project. And then, number
11 three, we're here discussing something, and this
12 is where I'm a bit disappointed, we're here
13 discussing something that we may not be able to
14 move forward because we have a contract in place
15 which expires in December, and with that contract
16 in place we may not be able to float this RFP on
17 the street, and so -- and then we have all these
18 questions that haven't been answered by the
19 attorney and procurement and we really need to
20 tie that down. We need to really figure out all
21 of that in order for us to move forward. Because
22 I think it's a waste of time for us to put
23 together this RFP and all the information that it
24 requires, and if someone who has done RFPs, it
25 does take a lot of time, and then realizing that,

1 oh, wait a minute, we cannot because we have a
2 contract. That contractor could -- vendor could
3 possibly sue us. Even if they're not able to do
4 the work they could possibly sue us because of
5 lack of our full due diligence. Do we need to
6 provide you a list of questions? Give us a date
7 so we can get back to you, whether it's Monday
8 morning, to say that, number one, provide the
9 information on all of this. Number two, send
10 your list of questions that we need to provide to
11 the attorney so attorney can have that
12 intellectual discussion with, whether it's Forvis
13 or MSL, so we can figure out how do we move
14 forward from here. I think that's the issue that
15 we're having for the last hour and a half that
16 we're not able to move forward with and this is
17 critical.

18 MS. HIXON: Yeah, I was just thinking that.
19 And I think so we need to do two things first
20 before we even get into the RFP. One is, have
21 the conversation with the lawyer to see whether
22 MSL is able to provide, and if that answer is,
23 no, then we have to move forward with terminating
24 the MSL contract. And that has to be done before
25 we can go out for the RFP. So I think if we make

1 a date to meet later to give enough time for
2 those things to happen and then we'd have those
3 answers and then we either know we don't need to
4 do an RFP or we could then at that time use that
5 information.

6 MR. RHODES: Through the Chair?

7 MS. HIXON: Yes.

8 MR. RHODES: In addition, Ms. Balkanski, can
9 you take a look and see if the contract has a
10 termination for convenience clause? Because, if
11 that's the case, we don't have to sit and wait
12 for it to expire. That could help us have that
13 part taken care of by getting into the first
14 possible board meeting if that's the direction
15 we're going to go. But that's even premature
16 because that's pending whatever additional
17 information you find out when you speak with the
18 attorney for Forvis Mazars.

19 MS. BALKANSKI: Are you referring to the
20 contract between the district and MSL?

21 MR. RHODES: Yes.

22 MS. BALKANSKI: I believe there is a
23 termination for convenience provision in there.
24 It's one of our standards. We usually include
25 it.

1 MR. RHODES: I just wanted to make sure that
2 it wasn't the exception rather than the rule.

3 And so if you were to speak with the folks,
4 as has been requested by the committee, the legal
5 team from Forvis Mazars, to see if we could get
6 that part ironed out and there might be able to
7 be some form of an agreement that would eliminate
8 this process, we would at least then have good
9 information as to whether or not we do need to
10 terminate for convenience so that we can continue
11 on with the process that we've started here
12 today. Does that make sense to everybody in this
13 committee?

14 MS. HIXON: Yes, and I think Ms. Andreu has a
15 question.

16 MR. RHODES: Okay.

17 MS. ANDREU: Thank you, Madam Chair. So we
18 can absolutely proceed with the RFP, if that was
19 the one pending question for us. I want to make
20 sure that we all, as the Chair stated, leave here
21 on the same page. This agreement, this current
22 agreement is due to expire on November 30th. So
23 we would have to -- and we, again, start this
24 process six months in advance. So we would
25 either have to renew and do an amendment or go

1 out for a new RFP. So we are perfectly fine, and
2 I don't want to speak for legal, but we can
3 proceed with publishing an RFP. The termination
4 clause, again, is 3.05 and it allows for 30
5 calendar days written notice. So that is an
6 option, as well, knowing though that, you know,
7 we're almost there. Because, again, this has to
8 go to the board so it would not be able to even
9 go to the board until the September board
10 meeting, and then we would issue a 30-day notice,
11 which we would almost be close to that expiration
12 date anyway of November 30th, just so -- for
13 clarity.

14 MS. HIXON: Well, I would say we have a board
15 meeting on August 19th. If we could have the
16 answer, I would be fine as the Chair taking an
17 add item as thousands of other items that get
18 added to our agenda to expedite that. So I will
19 have a conversation with the superintendent about
20 that. But do you think that we could have an
21 answer in the next week or I guess more closer
22 than that because our meeting is August 19th.

23 MS. BALKANSKI: I think that's a possibility.
24 Because it's really, it's either a yes or a no.

25 MS. HIXON: Correct.

1 MS. BALKANSKI: I mean, that's where we're
2 at.

3 MS. HIXON: Yes, with the legal. So today is
4 Thursday. Do you think by Tuesday we -- you
5 could give us an answer that you have spoken to
6 them and let us know whether we should terminate
7 the contract -- or you just give us an answer, I
8 guess we're going to make that other
9 determination.

10 MS. BALKANSKI: I think that's feasible.

11 MS. HIXON: Okay. Great. Is that okay with
12 the committee? So by Tuesday we'll have an
13 answer. If the answer is, no, then we agree that
14 we will terminate the contract and move forward
15 with the RFP process.

16 MR. DE MEO: Madam Chair, I think that's a
17 good way to proceed. I hope everyone takes this
18 comment I'm about to make in the proper
19 perspective. Nike has a saying, just do it. I
20 think this is soluble. I don't think we need to
21 go months and months. I don't think we need an
22 RFP. I think we all need to work together to
23 find a solution.

24 MS. HIXON: Thank you. And I would say, to
25 be fair, we have been trying -- the district has

1 been trying to do that. It seems the holdup is
2 on the MSL end. But maybe if we tried a
3 different person to talk to that could maybe just
4 easily solve the problem. But they have been
5 trying to do that for the last couple of months.

6 Yes, sir.

7 MR. RHODES: And I'll wait for the responses
8 regarding the sections and the clauses of the
9 RFP.

10 MR. MAYERSOHN: Just one last comment, and
11 kind of echoing the same thing that Mr. De Meo
12 said, I will put on my previous commission hat,
13 when the commission wanted something accomplished
14 from a legal perspective we would go to our city
15 attorney and say, here's what we want, the city
16 attorney would try to craft without necessarily
17 going beyond legal sufficiency. But if there was
18 a way to do it, it would be here are your options
19 that we feel comfortable in making that happen.
20 I think there are options. I just think that
21 we're just going down one path and not looking
22 at -- out-of-the-box thinking to be able to come
23 up with something that is legally sufficient,
24 that meets the requirements, that protects the
25 district to move forward.

1 If other districts are doing it, and as I
2 said before, I think Duval County had their state
3 attorney general review, knowing that here is the
4 change being made, I don't think it's something
5 -- again, this is just my opinion, as I expressed
6 before, I'm not an attorney, but I don't think
7 it's something that there's a lot of liability in
8 it as long as there's some form of agreement, and
9 I go back to the agreement, you know, the
10 template that I mentioned, all three parties
11 signed it, it was done for a special district,
12 airport district and they're going through with
13 it. So -- but, you know, I mean, I -- whatever
14 it may be, we're here to serve.

15 MS. HIXON: Thank you for that. I have a
16 quick question before we adjourn. Ms. Andreu,
17 did you have any other suggestions for changes in
18 the RFP? There's too many letters.

19 MS. ANDREU: No, Madam Chair. The only
20 thing, you know, there will be minor, I believe
21 to Ms. Shaw's point, like minor provisions that
22 have changed. There are additional attachments,
23 the coercion, now that we accept everything via
24 electronically, we don't accept hand-delivered,
25 so we would just make all of those changes and

1 send it back to the OCA who would transmit it to
2 this committee for review before publishing.

3 MS. HIXON: Okay. Perfect. Anybody else
4 have anything before we adjourn the committee
5 meeting? Right, we have to adjourn the meeting?

6 MR. RHODES: Yes, you can adjourn the
7 meeting.

8 MS. HIXON: Okay. I adjourn the meeting.
9 Thank you so much for all of your time.

10 (Meeting was concluded at 10:30 a.m.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF BROWARD

I, Timothy R. Bass, Court Reporter and Notary
Public in and for the State of Florida at Large,
hereby certify that I was authorized to and did
stenographically report the foregoing proceedings, and
that the transcript is a true and complete record of
my stenographic notes thereof.

Dated this 19th day of August, 2025, Fort
Lauderdale, Broward County, Florida.



TIMOTHY R. BASS
Court Reporter

A				
a.m 1:14,14 67:10 ability 32:11 able 3:10 8:23 14:18 15:13 16:8,15 19:17 20:23 28:8 30:1 31:1 32:24 33:2 35:17 44:9,20 45:8 45:12 47:20 49:15 49:17 50:3,13,21 56:6 57:16,20 59:8 59:13,16 60:3,16,22 62:6 63:8 65:22 absolutely 21:2 24:19 26:11 34:19 36:11 62:18 accept 14:17 26:10 66:23,24 accepted 56:2 accompanying 56:5 accomplish 13:9 accomplished 65:13 accuracy 12:15 accurate 42:20 acknowledge 9:15 acquire 12:22 47:10 acquired 7:4 11:19 11:24,24 12:22,23 13:24 14:4 29:24,25 30:8 31:21 50:23 acronyms 55:12 action 38:23 actual 23:20 46:8 adamant 9:22 add 14:7 23:4 33:10 33:23 63:17 added 55:14 56:18 63:18 addition 61:8 additional 16:11 35:22 36:16 50:5 56:18,20 61:16 66:22 address 45:8 adequate 7:7 adjourn 66:16 67:4,5 67:6,8 administer 38:24 administered 39:9 administration 1:11 38:21	advance 62:24 advertise 23:13 advertisement 44:19 advice 20:18,22 advise 50:12 affect 21:24 affirmative 53:3 56:6 agencies 43:21 agenda 4:11,12,17,18 4:22 63:18 agent 2:8 21:13 ago 24:1 52:16 agree 34:10 39:24 40:24 46:13 51:3 64:13 agreed 31:22 47:5 agreement 6:7,20 7:2 7:6,21 8:1,12,13,22 8:22 10:4 14:14 15:4,18,19,23 16:1 16:13 17:17 28:16 29:4,6 30:2,10,17 32:10,15 38:3,11,16 38:21,24 39:6,13,18 40:20 41:12 43:22 45:20 46:8 47:1,19 50:13,17 57:4 62:7 62:21,22 66:8,9 agreements 25:14 agrees 33:7 ahead 3:22 13:5,8 34:17 air 11:17 airport 15:20,23 29:4 66:12 alert 24:3,14 Ali 2:6 14:7,9 35:21 36:15 55:3 58:18 allow 31:16 43:1 58:10 allowed 26:2 43:4 allowing 35:3 allows 63:4 amend 46:12 amended 22:18 45:4 amendment 62:25 Andreu 2:7 21:1 22:16 24:11 26:3,25 29:16 34:6 52:21,22 53:23,24 54:4,12,14 54:20 55:15,25	56:10,15 57:10 59:1 62:14,17 66:16,19 Andreu's 58:23 Andrew 21:1 Andrews 1:24 angles 18:2 answer 6:14 13:14,17 19:17 22:17 25:15 32:3 43:6 45:18,24 45:25 48:17 55:9 57:24 60:22 63:16 63:21 64:5,7,13,13 answered 59:18 answers 61:3 ANTHONY 2:3 anticipate 23:18 anybody 28:25 53:18 54:19 67:3 anymore 8:11 anyway 63:12 apparently 10:2 13:1 appears 17:23,24 apply 36:6 54:15 58:11 approval 4:11 20:11 25:7 26:22 35:25 approve 4:13,17 25:9 25:10,18 approved 3:13 4:22 38:4,14 41:15 approving 4:17 25:14 26:11,12,12 April 14:23 Arcese 2:6 14:9,9 15:10 36:17 45:10 45:21 48:10 55:4,8 57:11 areas 44:3,12 53:13 Ariba 21:7 28:10 35:7 arrangement 31:7 aside 7:18 asked 9:3 10:5 15:10 18:1,1 37:2 asking 8:8 31:9 39:25 40:1,22 47:18 51:24 aspect 8:1 asset 30:2,9 47:18 50:13,23 assets 7:5 11:18,19 11:24,25 12:23 14:4	15:12 28:21 29:25 assign 6:5 7:15,21 8:11,13 10:15 18:19 29:13 31:17 assigned 5:16 6:22 8:20 16:16 28:23 39:14 40:10 47:2,5 assigning 7:25 assignment 7:5 15:18 16:9 38:3,14 39:11 39:13,19,23 assignments 39:17 assigns 16:1 Assistant 2:8 assume 9:18 10:7 assuming 32:25 assumption 5:7 attachments 66:22 attempt 3:5 ATTENDANCE 2:1 attorney 5:9 59:19 60:11,11 61:18 65:15,16 66:3,6 audit 2:6 4:1 6:5 9:12 9:18 15:8 19:6,11 36:19,19,20,22,23 37:7,15 39:4 40:7 55:5,6 57:1 58:19 58:22 auditing 3:7 9:9 15:19 19:2 57:14 58:7 auditor 1:4 2:6 9:12 9:13 14:10 27:10,13 35:23 39:1,5,9 43:13 57:16 auditors 36:14 audits 11:21 August 1:14 26:20 34:23 40:15 63:15 63:22 68:10 authority 15:20,23 29:5 38:22 authorized 68:6 automatically 10:16 available 23:17 24:25 30:4,12 avenue 1:12,24 48:23 avoid 13:1 51:19 award 58:12 awarded 26:5 33:14	33:15 34:9 awards 36:7 aware 22:1 24:9 aye 4:18,19
				B
				B 39:22 back 5:1,3 12:3 14:12 14:22 18:18 19:16 23:10 29:14 33:12 33:25 40:13 42:1,7 44:8 45:4,5 47:8 55:9 57:12 60:7 66:9 67:1 bad 16:22 Balkanski 2:8 28:15 29:7,14,20 32:2,14 32:18 40:5 41:11 42:16 43:6 45:6,14 45:22 46:6,16 47:7 47:17 48:5,11,18 50:11 51:6,18 61:8 61:19,22 63:23 64:1 64:10 based 5:15 11:13 18:22 38:1 basically 7:13 13:9 30:4 31:1 41:14,16 52:20 basis 31:13,18 32:6 55:23 Bass 1:23,24 2:11 68:4,14 Batista 6:3 BCPS 29:10 BDO 12:21,21 beat 33:8 beaten 18:9 beating 18:16 bed 15:16 beginning 23:20 34:23 41:6 believe 11:2 21:7 29:15 31:5 48:9 58:5 59:4 61:22 66:20 Belinda 2:8 21:12 bell 48:24 benefit 3:12 11:4 32:21 36:6 bent 37:18

best 7:16 better 14:2 17:12 23:1 beyond 65:17 bid 23:11,18 35:14 59:10 Bill 48:7 binding 8:7 bit 35:14 53:14 59:12 blame 21:16 board 1:3,11 2:3 6:21 7:6 10:8 14:5 20:11 25:7,9,11,21,22 26:9,9 35:25 38:4,5 38:13 39:2,6 56:1,2 58:11 61:14 63:8,9 63:9,14 body 3:20 bought 13:7 Brevard 38:3 40:14 41:12,17 brief 7:4 bring 20:13 58:10 broad 35:12 brought 3:8 38:5 Broward 1:3 6:21 7:6 14:4 15:5 55:25 68:3,11 bulb 49:25 business 31:2,21 51:13 busy 8:10 bypassed 9:7	certification 22:8 certified 24:17 56:19 certify 68:6 cetera 35:2,2 59:3 CFO 18:5 chair 2:3 3:17,20 10:12 12:18 17:7 21:22 22:16 23:22 23:24 25:3 26:17 29:3 31:4 33:7 36:17 37:14,15 44:1 45:10 52:13,22 54:25 55:15 57:11 59:1 61:6 62:17,20 63:16 64:16 66:19 chairing 4:3 challenged 13:4 chance 23:9 change 6:10 34:6,7 35:17 53:23 55:14 66:4 changed 22:10 39:4 45:18 52:18 55:18 66:22 changes 21:24 22:20 52:20 66:17,25 chaos 37:17 charged 20:5 chicken 39:21 chief 2:6 6:11 14:10 27:10,13 39:1,5,9 choices 44:22 circles 51:20 circumvent 13:15 city 65:14,15 clarification 32:14 41:12 clarifications 28:25 clarify 6:4 11:23 42:13,19 clarity 63:13 clause 38:8 61:10 63:4 clauses 65:8 clean 46:18 cleaner 53:15 clear 7:1 45:12 47:11 49:2 cleared 12:4 clearinghouse 36:20 clever 18:3	client 15:6 31:22 clients 12:23 31:22 close 27:24 63:11 closely 14:10 closer 63:21 coercion 66:23 column 53:9,11,25 combine 45:1 come 5:1 16:14 17:3 17:6 19:16,17 23:10 30:14 65:22 comes 5:3 15:17 18:18 34:11 46:9 comfortable 47:24 65:19 coming 4:1,24 5:7 29:23 30:20 31:5 50:6 comment 64:18 65:10 comments 3:23 4:23 5:1,4,8 37:23 commission 65:12,13 committee 2:1 4:1,5,6 4:9,19 11:5 13:14 20:5,22 24:19,24 25:19,20 26:4 28:3 28:8,24 32:22,25 33:13 37:15 39:4 44:3,4,7,13,15 49:12 52:8,12,15,24 53:2,12 54:15 55:17 62:4,13 64:12 67:2 67:4 communications 14:23 companies 24:3,7 35:9,11 59:9 company 7:22 8:12 8:21 9:16 10:9,17 13:6,19 18:24 19:2 25:23 46:4 51:5 competent 57:19 complete 57:8 68:8 completed 19:2 36:23 completing 27:10 completion 11:8 compliance 22:14 28:5 49:10 57:6,9 comply 53:15 56:13 56:16 components 20:6	28:2,7 57:22 computer 5:25 concern 6:13 concerned 22:8 concerns 6:25 41:13 concluded 35:23 67:10 conducted 56:1 confidence 32:10 confidential 14:15 50:14 confirm 14:18 29:16 conflated 37:23 confusion 37:22 53:14 consent 39:16 47:3 consider 31:12 52:24 58:1 consideration 29:13 53:8 considered 43:17 consistently 14:24 contact 11:15 24:20 24:25 context 30:19 continue 10:22 19:1 19:22 27:8 37:25 62:10 continued 18:23 contract 5:16 6:7,18 7:10,14,15 8:17,19 8:25 9:10 10:24,25 11:7,9,22 13:24 14:1,5,18 15:1 16:16 19:1,11,12 21:24 23:2,3,21 25:10 26:5,12,13 28:23 29:13,17 30:6 30:9,13,15 31:6,7 31:17 38:7,7 43:2 45:13,16 46:2,3,11 46:13,24 47:6,10,14 49:11,16 50:25 51:4 51:15 52:7 58:22 59:14,15 60:2,24 61:9,20 64:7,14 contracted 18:23 contractor 60:2 contracts 13:7 40:11 43:5 contractual 25:14	control 23:1 convenience 61:10,23 62:10 conversation 5:19 6:16 41:6 42:5 45:16 48:2,4,21,25 49:22,24 51:25 60:21 63:19 copy 24:2 32:20 correct 15:2 26:23,25 63:25 correctly 39:9 Cost 54:5 counsel 2:9 5:20 12:9 26:6 41:17 53:13 counsel's 11:11 County 1:3 6:21 7:7 15:5 55:25 66:2 68:3,11 couple 33:25 43:24 52:16 65:5 course 12:2 21:12 23:16 35:8 Court 1:23 2:11 68:4 68:14 covered 47:2 CPA 2:3 31:17,17 48:12 craft 65:16 create 7:20 8:8 15:25 28:19 creates 25:20 criteria 32:7 41:4 53:1,22 criterias 57:19,25 critical 22:12 60:17 cross 46:21 crunch 50:10 current 6:6,18 21:3 22:20 23:4 24:11,20 44:18 45:13,15 62:21 currently 21:11 22:19 30:7 37:14 53:4 cut 32:12 34:11 cutting 57:5
C				
calendar 32:13 63:5 call 4:5 17:4 24:16,19 capacity 8:19 capitulate 27:15 care 31:2 50:23,24 61:13 carefully 49:4 case 41:21 59:3,3 61:11 case-by-case 32:6 caused 53:13 CENTER 1:11 certain 7:5 11:18,19 13:1 29:25 58:9 certainly 16:17 CERTIFICATE 68:1				
D				
date 33:3 42:3 52:19 56:3 58:6,13 60:6 61:1 63:12				

dated 15:21 68:10 datelines 36:16 DAVE 2:6 day 47:12 68:10 days 26:22 33:25 35:3 52:16 63:5 De 2:3 3:15 4:8 12:18 12:20 13:19 14:25 15:3 17:7,9,15 18:8 18:22 27:6,7 31:3,4 32:8,17,23 33:6,17 34:17 37:24 38:15 39:11,20 42:22,23 43:12 46:12 51:1 54:25 55:11,12,22 56:8,12,24 64:16 65:11 dead 33:8 deadline 22:10 36:24 54:23 deal 27:15 dealing 32:7 43:8 49:19 dealt 43:20 DEBRA 2:3 December 29:18 58:11 59:15 decide 17:19 deem 23:3 deemed 26:6 deems 26:4 32:25 defensible 56:4 defer 45:22 definitely 34:11 35:11 definitive 32:3 Defoor 2:8 21:12 delay 59:5 delaying 10:22 delegated 38:21 deliver 58:7 deliverable 57:2 DemandStar 24:12 24:13 35:6 department 6:9 14:13 24:18 29:12 41:13 depending 56:19 described 16:4,23 designee 38:23 details 30:18 35:1,22 determination 44:8 64:9	determine 20:16 44:5 develop 3:5 44:4 52:9 developing 28:16 Development 24:15 24:18 deviations 53:10 difference 9:1 different 10:17 11:11 11:12 16:24 18:2 25:13 31:2 51:23 55:7 65:3 difficult 51:14 56:15 diligence 32:5 46:22 60:5 direct 51:25 direction 61:14 directly 27:16 39:1,5 40:3 48:1,14 49:22 51:10 Director 2:6,7 21:2 disappointed 59:12 discuss 44:24 discussed 6:8 18:18 29:23 52:9 54:22 discussing 10:19 19:3 59:11,13 discussion 11:1 60:12 disparity 56:1,5 district 2:5 6:4 7:20 8:8,13 10:4 11:1 12:15 28:17 36:5,9 36:25 38:9 39:25,25 40:2 41:24 49:3 57:21 58:2,9 61:20 64:25 65:25 66:11 66:12 district's 40:20 districts 6:7,23 9:6,12 38:1 40:9 66:1 document 8:7 9:23 14:17 28:20 32:19 33:4 34:14 44:18 47:20 50:22 54:6 documentation 6:20 6:24 7:8 11:12 13:23 14:3,6 16:2 17:13 49:19 documents 7:3 13:20 37:21 doing 3:21 9:17 10:23 23:20 34:2 48:19	52:8 55:16 66:1 door 48:22 dot 46:21 Dr 2:14 37:10,12,13 40:25 41:2 draft 16:12 drove 37:19 due 32:4 46:22 60:5 62:22 duly 37:15 Duval 66:2	entities 11:15 38:14 40:10 42:24 43:20 44:10 entity 31:14 equitable 59:9 escapes 12:16 ESQ 2:8 essentially 8:18 47:17 51:1 et 35:2,2 59:2 evaluate 34:15 evaluates 26:4 evaluation 20:8 23:21 41:4 52:25 53:22 54:8 everybody 3:25 12:4 38:17 47:5 51:3 62:12 everybody's 49:25 exactly 12:21 51:11 52:19 54:16 example 16:12 20:7 44:14 exception 62:2 excess 43:15,16 exclude 56:9,10 Excuse 32:17 53:1 executed 41:19 executive 2:7 21:2 26:14 exercise 34:1 exhausted 12:10 exist 31:15,16 40:23 existing 20:14,23 exists 15:7 31:14 32:10,15 expectations 21:19 57:7 expedite 3:9 6:10 20:24 23:6,9 27:4 27:11 33:21 45:9 63:18 expediting 21:8,9 expeditious 49:13,14 expeditiously 32:1 expiration 63:11 expire 61:12 62:22 expires 59:15 explain 7:16 9:1 20:2 39:12 49:23 51:11 53:20	express 32:9 expressed 66:5 extension 22:11 37:3 37:6 50:9 extensions 11:7 37:6 extent 32:24 external 3:7 6:5 extra 57:25 eyes 17:14 28:7
F				
				fact 16:19 30:13 fair 64:25 far 17:24 30:12 37:24 41:9 fast 12:12 fast-track 13:8 favor 4:17 27:9 feasible 64:10 February 42:7 federal 36:20 feel 29:1 65:19 fees 43:15,16 field 36:12 fieldwork 19:4,7 figure 10:23 42:9 59:20 60:13 figuring 42:10 file 45:3 fill 35:21 final 26:22 financial 1:4 3:7 6:5 11:21 12:17 18:6 35:22 36:19,22 37:7 find 12:9 16:22 27:15 29:10 31:11 61:17 64:23 findings 9:14,19 fine 18:11 53:19 58:24 63:1,16 finish 27:2 firm 3:7 12:22 13:13 19:11 24:7 26:4 31:17,18 33:14 34:9 55:6,7 57:14 58:7 58:21 firms 3:8 20:10 24:13 24:17,23 26:5 33:13 33:14 34:9 44:20 56:9,14,16,19 59:2 first 4:4 15:18 22:17

38:5,15 48:16 52:25 53:20 60:19 61:13 fiscal 19:7 fit 25:1 five 5:25 fix 46:14 FL 1:25 float 59:16 Florida 1:12 43:1,21 59:6 68:2,5,11 folks 18:5 20:17,21 35:13 62:3 follow-up 6:13 25:8 following 3:1 11:5 44:2 foregoing 68:7 forgive 18:8 29:22 form 62:7 66:8 formal 51:7 formality 34:13 formalize 35:4 formally 7:13 former 13:6 Fort 1:12,25 68:10 forth 12:3 Forvis 6:6,9,17,19 7:4,11,14 10:1 11:19 15:1,3,8,9,20 15:22 16:13 17:10 17:16,18 28:17,21 29:5,21,24 30:7,22 31:5,12,20,23,25 38:12 40:3,11 47:14 49:16 50:12 60:12 61:18 62:5 forward 6:17 10:22 15:16,25 16:9 19:4 19:9,13,16,19 21:15 22:22 27:8 30:20,24 31:13,25 42:10 44:17 59:14,21 60:14,16,23 64:14 65:25 foundation 31:19 four 19:5 23:19 36:13 franchises 42:25 free 29:1 front 48:6 full 60:5 funneled 41:15 further 16:2	G gain 16:15 general 2:8 9:13,13 11:10 12:9 13:12 26:6 41:17 53:13 66:3 generally 35:23 56:8 getting 28:10 34:12 35:4 37:22 44:17 61:13 GFOA 22:8,10 give 23:8 25:16 30:3 31:9 32:3 39:24 50:7 60:6 61:1 64:5 64:7 given 27:7 45:15 58:4 gives 30:23 35:12,14 57:25 giving 44:8 go 3:14,22 5:1,3,25 8:21 13:5,8 16:9 19:23 21:3 25:6,22 25:24 31:13 33:12 34:13,17 35:1 41:3 49:8 53:1 57:12,22 60:25 61:15 62:25 63:8,9 64:21 65:14 66:9 go-by 3:9 20:15 goal 11:6 46:18 54:16 goal-set 56:20 goal-setting 53:2 54:15 55:17 goals 55:20 goes 23:2 49:25 54:14 going 3:4 8:4,11 9:20 10:7 14:12 17:18 22:22 23:25 24:1,4 24:5 26:5 33:5,8,8,9 34:22 37:9 42:10,12 46:19 49:16 51:20 57:3,3 58:5 59:5,10 61:15 64:8 65:17,21 66:12 good 3:25 14:9 21:1 27:17 28:7 29:15 37:12 62:8 64:17 gotten 41:9 58:12 governing 3:20 governmental 40:10 Granicus 21:7	great 5:18 24:11 42:21 64:11 group 25:1 41:5,8 53:8 groups 53:4 55:21 guess 9:7,14 15:21 25:11 26:16,17 38:8 42:8 52:24 53:20 63:21 64:8 guessing 40:20 GUESTS 2:10 guidelines 57:15 58:9 guys 3:3 H hairs 18:13 half 36:13 60:15 hand 47:8 hand-delivered 66:24 handing 28:4 hanging 30:15 happen 4:4 9:9 30:25 36:1 38:15 61:2 65:19 happened 16:4 happens 19:24 55:17 harder 56:12,13 harmless 43:15,18 hat 65:12 head 58:23 hear 19:24 45:5 heard 27:7 28:24 37:23 help 3:9 6:10 45:8,8 61:12 helping 44:4 highest 13:13 hire 10:16 hired 31:23 hit 12:6 Hixon 2:3 3:17,25 4:11,16,20,22 5:11 5:18,24 8:3,16 9:3,6 9:22 10:11 12:19 13:22 14:8 15:2,14 17:2,8,12,22 18:15 19:15 20:1 21:21 22:13 23:23 25:2,15 25:16 26:1 27:6,17 31:3 34:18 35:7,19 37:1,9 40:25 41:9	41:25 42:21 45:24 46:10,24 47:12 48:1 48:13 49:5 50:20 51:9,22 52:14 53:18 54:1,13,19 55:1,11 56:25 57:10 58:14 58:16 60:18 61:7 62:14 63:14,25 64:3 64:11,24 66:15 67:3 67:8 hold 43:18 55:1 holding 43:15 holdout 40:11 holdup 65:1 hope 41:6 64:17 horse 33:8 hour 37:19 60:15 hurt 51:18,19 I i's 46:21 idea 13:21 16:10,22 22:7 identical 27:24 34:3 identified 20:11 identifies 28:20 identify 20:7 28:6 identifying 20:6 III 2:8 immediately 52:11 impact 36:25 impair 43:13 implement 38:24 incentive 54:17 56:21 include 3:18 11:20 59:4 61:24 included 14:4 33:2 44:5 53:4,6 55:19 including 39:18 inclusive 53:7 54:7,18 55:21 increase 38:11 56:22 indemnification 43:1 43:8,19,22 indemnified 43:5 indemnifying 43:14 indemnity 38:8 40:20 independence 38:12 43:13 independent 3:7 independently 44:25	indicate 42:6 indicated 17:9 information 5:22 11:13,17 14:15 30:20 35:14 36:16 44:14,24 45:2,2 57:20 59:23 60:9 61:5,17 62:9 informed 7:2 initial 3:22 11:6 initially 29:20 initiative 53:3 initiatives 56:7 input 20:16 inquiry 6:23 intact 52:7 intellectual 60:12 interest 17:11 31:12 31:21 39:14 52:4 interests 47:1 interpreted 47:4 invited 2:10 7:7 involve 43:9 involved 30:16 40:7 ironed 62:6 issue 6:12 7:25 13:8 13:25 18:10,18 19:10 40:16,21,21 47:8 49:6 60:14 63:10 issues 43:9 item 63:17 items 26:13,15 63:17 J January 15:21 56:3 Jennifer 2:7 21:1 July 6:11 7:3 10:20 K KC 1:11 keep 21:8 27:21 46:18 49:2,19 kept 26:19 40:14 kind 3:10 7:15 19:9 19:17 22:24 28:23 30:10 31:13 39:21 47:7 49:19 51:1 65:11 know 4:23,24 8:10 9:18 10:8 13:2
---	---	--	---	--

14:15 15:16 18:8,13 18:16 21:6,16 22:17 23:12 24:10 25:12 29:2,3,22 30:2,17 32:4,5 33:24 34:24 41:16,18,21 42:4,17 42:18 43:16,21 45:17 46:17,19,21 47:24,24 48:16,23 48:24 49:14 50:14 50:17 51:8,13,14,19 52:1,2,15 54:2,9 55:6,8 56:18 57:12 61:3 63:6 64:6 66:9 66:13,20 knowing 13:5 20:20 45:12 47:9 63:6 66:3 knows 43:3	8:25 10:9 12:10 13:6 15:7,24 17:13 23:3 26:1,6 29:11 31:14 41:23 50:1 56:4 65:23 legwork 48:20 let's 8:9,9 42:9 letter 7:4 letters 66:18 level 12:14 38:11 liabilities 13:1 liability 7:25 8:1,14 10:7 13:3 17:18 38:13 40:18 66:7 liable 8:5,14 9:10 libel 8:15 life 49:1 light 49:25 likes 5:25 21:10 limbo 7:15 limitation 39:18 limiting 56:23 link 49:18 list 24:8 54:12 60:6 60:10 little 3:14 14:6 35:14 41:18 53:14 live 41:20 46:19 local 54:9 long 5:19 23:13 24:1 31:15,22 51:19 66:8 longer 15:11 37:5 41:3 look 22:23 28:6 32:22 33:9,23 34:8 42:12 46:10 61:9 looked 40:18 looking 12:1 27:22 34:3 35:15 54:23 65:21 lot 14:11,11 30:18 36:20 59:25 66:7 love 35:10 Lynch-Walsh 2:14 37:11,12,13 40:25 41:2	64:16 66:19 making 5:6 28:1 44:7 44:11 51:14 65:19 malfeasance 37:16 manage 57:17 managed 6:8 management 43:9 mandatory 56:17 57:13 March 35:23 36:2,3,9 36:21 40:14,14 material 9:19 materials 6:24,25 matter 6:8 10:15,17 13:3 43:14 Mayersohn 2:2 3:16 4:7,15 5:5,6,13,23 7:18 8:4 9:2,5,11 10:3 15:14,15 19:23 25:2,3,20 26:16 29:2,8 37:1,2 38:19 56:25 57:1 65:10 Mayersohn's 58:16 Mazars 6:6,9,18,19 7:4,11,14 10:1 11:19 15:20,22 16:13 28:17,21 29:5 29:21,24 30:7,23 38:12 40:3 47:14 49:17 50:12 61:18 62:5 mean 6:14 7:18 8:9 9:11 18:16 22:7 24:4 25:12,16 26:18 30:21 34:24 42:4 43:4 47:17 48:18,20 49:6 50:20 64:1 66:13 means 35:24 meet 22:9 36:4,24 57:15,18 58:9 61:1 meeting 1:4 3:4 4:2 20:18 22:8 42:17 43:10 44:23 58:11 61:14 63:10,15,22 67:5,5,7,8,10 meetings 23:15 44:1 meets 16:8 65:24 member 3:19 28:13 members 2:1 3:19 4:5 4:9,19 28:3 44:15	44:25 mention 35:21 52:5 mentioned 4:2,6 23:21 34:6 38:2 49:9 66:10 mentioning 51:2 57:18 Meo 2:3 3:15 4:8 12:18,20 13:19 14:25 15:3 17:7,9 17:15 18:8 27:6,7 31:3,4 32:8,17,23 33:6,17 34:17 37:24 39:20 42:22,23 43:12 46:12 51:1 54:25 55:11,12,22 56:8,12,24 64:16 65:11 Meo's 18:22 38:15 39:11 merge 8:9 merged 7:23 middle 53:25 mind 20:4 27:21 ministerial 33:7,22 minor 66:20,21 minority 53:5 54:9 55:5,7,19 58:21 59:2 minute 23:7 60:1 minutes 41:1 missing 49:18 mistaken 50:7 model 13:2 moment 29:15 32:4 momentarily 20:2 Monday 60:7 monitoring 14:11 month 34:21 months 19:5,8 22:2 22:11 27:3,5 36:13 62:24 64:21,21 65:5 months' 12:3 moot 11:3 morning 3:25 14:9 21:1 29:15 37:12 54:22 60:8 motion 4:13 19:15,18 19:20,21 34:16 move 6:17 15:16,25 19:9,13,16,18 21:15	30:24 31:25 42:10 44:17,20 47:15 50:3 59:14,21 60:13,16 60:23 64:14 65:25 moved 4:16 8:25 moving 3:4 10:22 19:4 27:8 40:14 42:8 MSL 6:6,18,21 7:5,13 7:22 8:9,17,22 9:15 10:8,13 11:18,20,24 13:6,22 15:1,6,11 15:20,22 16:13 18:19 24:7 27:14 28:17,20 29:5,17,25 30:7,14 31:13,25 43:2,18 45:16,20 46:3,25 47:13 49:16 60:13,22,24 61:20 65:2 municipal 25:12
L				N
lack 14:2 23:1 60:5 language 29:10 33:1 38:25 44:6,15 large 57:21 68:5 lately 55:16,20 Lauderdale 1:12,25 68:11 lawyer 9:1 17:3 60:21 lawyer's 19:17 layout 20:8 leave 23:17 42:14 62:20 legal 3:14 5:12,19 6:2 6:9 7:1 9:7,22,23 13:20 14:2,12 15:24 16:5,7,8,12,15,22 17:1,9,20,22 18:3 18:18 21:9 23:2 27:11,13,18,19 28:11,13 29:12 31:19 33:9,12,16 39:12 40:2,3,6,6,8,8 40:24,24 41:13,16 42:3,4,11 48:2,6,8,8 48:14,15,21 49:6,22 50:21,21 51:11 55:23 57:4 62:4 63:2 64:3 65:14,17 legal's 18:12 33:21 legally 6:19 7:11 8:20				name 48:7 Nathalie 2:14 37:10 37:13 navigate 49:3 54:24 necessarily 9:14 22:20 56:17 65:16 necessary 38:23 43:11 need 8:12,13 14:3,18 16:2,18,20 19:9,13 19:20,21,21,23 21:25,25 22:4,6,9 30:8,23 35:24 36:13 40:18 47:25 50:16 51:6,11 57:7 58:3 59:19,20 60:5,10,19 61:3 62:9 64:20,21 64:22 needed 12:9,13 16:7 needs 8:15 19:4,7 28:18 40:13,24 49:11 57:8 58:1 negatively 36:25 negotiate 23:2 negotiation 33:15 neither 9:2 39:13 46:25 never 40:6

new 7:9 9:16 13:5,19 18:24 19:1,11 20:6 24:7 30:16,20 33:3 33:5 37:14 63:1 night 37:20 NIGP 24:14 Nike 64:19 nine 12:3 normally 11:25 27:1 27:2,4 Notary 68:4 notes 68:9 notice 42:1 63:5,10 notified 24:23 notify 35:10,11 notifying 35:8 November 29:18,19 49:10 50:4 54:23 58:6 62:22 63:12 number 22:1,2 33:3 35:17 47:19 59:5,6 59:10 60:8,9	opined 33:18 opinion 18:14 66:5 opportunities 36:6 opportunity 23:8,11 41:14,22 50:2,15 opposed 4:20 28:19 option 63:6 options 30:12 65:18 65:20 order 22:5 30:8 36:4 38:11 58:8 59:7,21 organizations 58:20 original 30:5 out-of-the-box 65:22 outlines 22:24 overall 56:22 overcomplicate 30:22 oversight 12:14 overview 5:2 owner 48:9	Perfect 67:3 perfectly 63:1 perform 8:5 period 33:16 permissible 7:11 person 5:3,7,8 48:5 49:20 65:3 personally 6:15 24:16 perspective 7:20 13:4 35:13 64:19 65:14 Phyllis 2:2 4:13 place 12:13 26:23 38:25 45:13 59:14 59:16 plan 29:21 30:5 platform 24:5 play 30:14 please 6:4 29:1 40:5 plug 3:10 point 11:3,14,16 12:6 16:20 18:2 22:7 23:10 25:12 27:25 38:15 39:11 44:13 54:20 58:25 66:21 pointed 39:20 54:6 points 42:19 54:16 56:18,21,21 58:1 policy 21:23,23 22:18 22:19 34:7 55:18,24 56:5 59:1 position 18:12 47:16 possession 40:4 possibility 28:16 32:2 45:19 63:23 possible 23:18 38:25 42:9 46:15,17 48:13 61:14 possibly 60:3,4 post 23:16 24:12 posting 25:5 26:21 potentially 49:9 50:5 power 27:4 pre-bid 23:15 precluding 57:4 premature 61:15 prepared 44:18 present 4:9 pretty 43:24 51:15 previous 11:21 25:4,4 65:12 prior 3:8 11:22 29:23	39:15 44:6 47:3 probably 27:24 39:2 problem 17:20 24:25 65:4 proceed 16:21 62:18 63:3 64:17 proceedings 3:1 68:7 process 3:10,14,24 5:2 9:7 14:22 16:10 16:21 19:9,13 20:3 20:8,20 21:18 24:12 25:13,24 27:1,2,4 27:12 28:10,12 35:25 44:10 45:4 48:20 49:8,9 50:11 59:5 62:8,11,24 64:15 procure 44:16 procurement 2:7 19:10 21:23 22:3,24 26:7 40:7 41:5 45:17,23 53:3 56:6 59:19 productive 34:1 prohibited 52:6 project 59:10 proof 8:24 30:8 proper 7:8 44:10 64:18 properly 6:22 proposal 22:21 24:1 24:2,10 propose 22:22 proposed 57:16 protect 41:24 49:3,3 protected 50:19 protects 65:24 protests 23:18 provide 12:14 13:20 14:5 15:13 20:18,22 26:8 36:15 47:21,23 48:3 50:13,22 57:20 58:2 60:6,8,10,22 provided 6:19,23 7:3 11:16 13:23 14:21 16:5 51:8 provision 43:2 46:7 61:23 provisions 66:21 public 2:13 4:23 5:1,3 5:8 13:12 15:6 20:1	37:10 38:3 68:5 publishing 63:3 67:2 pull 5:24 28:4 38:16 42:1 pulled 38:1 pulling 37:21 purchase 30:2,9 47:18 50:13 purchasing 2:8 20:17 21:13 22:18 purpose 34:5 purposes 33:4 43:25 pursuant 6:22 16:5 pursue 17:1 48:23 put 12:8 13:12 15:16 24:5 34:22,22 39:21 44:22 57:7 59:22 65:12 putting 29:9 35:5 PWS 11:9 20:21 21:16 33:3 35:4 45:4
O	P			Q
obtain 28:20 obtained 38:2 obviously 9:8 OCA 21:13 67:1 occur 20:9 October 25:5 26:18 off-chute 13:16 offers 12:24 office 11:5,11 14:10 24:16 official 25:13 44:23 oh 41:2 49:25 54:13 60:1 okay 5:24 6:3,3 18:11 18:12 29:8 32:18 41:2 42:8,21 45:21 46:10 50:1,16 53:18 54:13 55:10 62:16 64:11,11 67:3,8 old 22:23 once 10:19 25:18,19 48:25 59:4 ones 24:8 onset 21:19 OO 26:15 open 48:22 Operations 2:7	page 22:23 25:4 40:19 52:25 54:7 62:21 paper 49:24 parallel 15:17 16:10 16:20 paraphrasing 28:23 part 9:16,17 11:20 12:20 15:7 22:25 25:16 28:9 34:12 38:9 53:20 61:13 62:6 partial 39:17,19 participation 53:6 54:11 parties 7:21,24 8:14 10:5 11:15 39:24 40:23 46:13 66:10 partner 48:10,11 partners 15:22 31:16 party 5:17 10:17 39:15,16 47:2,4 pass 8:20 path 65:21 paths 18:9 pause 37:9 payments 39:20 pending 61:16 62:19 people 40:22 41:3	Perfect 67:3 perfectly 63:1 perform 8:5 period 33:16 permissible 7:11 person 5:3,7,8 48:5 49:20 65:3 personally 6:15 24:16 perspective 7:20 13:4 35:13 64:19 65:14 Phyllis 2:2 4:13 place 12:13 26:23 38:25 45:13 59:14 59:16 plan 29:21 30:5 platform 24:5 play 30:14 please 6:4 29:1 40:5 plug 3:10 point 11:3,14,16 12:6 16:20 18:2 22:7 23:10 25:12 27:25 38:15 39:11 44:13 54:20 58:25 66:21 pointed 39:20 54:6 points 42:19 54:16 56:18,21,21 58:1 policy 21:23,23 22:18 22:19 34:7 55:18,24 56:5 59:1 position 18:12 47:16 possession 40:4 possibility 28:16 32:2 45:19 63:23 possible 23:18 38:25 42:9 46:15,17 48:13 61:14 possibly 60:3,4 post 23:16 24:12 posting 25:5 26:21 potentially 49:9 50:5 power 27:4 pre-bid 23:15 precluding 57:4 premature 61:15 prepared 44:18 present 4:9 pretty 43:24 51:15 previous 11:21 25:4,4 65:12 prior 3:8 11:22 29:23	39:15 44:6 47:3 probably 27:24 39:2 problem 17:20 24:25 65:4 proceed 16:21 62:18 63:3 64:17 proceedings 3:1 68:7 process 3:10,14,24 5:2 9:7 14:22 16:10 16:21 19:9,13 20:3 20:8,20 21:18 24:12 25:13,24 27:1,2,4 27:12 28:10,12 35:25 44:10 45:4 48:20 49:8,9 50:11 59:5 62:8,11,24 64:15 procure 44:16 procurement 2:7 19:10 21:23 22:3,24 26:7 40:7 41:5 45:17,23 53:3 56:6 59:19 productive 34:1 prohibited 52:6 project 59:10 proof 8:24 30:8 proper 7:8 44:10 64:18 properly 6:22 proposal 22:21 24:1 24:2,10 propose 22:22 proposed 57:16 protect 41:24 49:3,3 protected 50:19 protects 65:24 protests 23:18 provide 12:14 13:20 14:5 15:13 20:18,22 26:8 36:15 47:21,23 48:3 50:13,22 57:20 58:2 60:6,8,10,22 provided 6:19,23 7:3 11:16 13:23 14:21 16:5 51:8 provision 43:2 46:7 61:23 provisions 66:21 public 2:13 4:23 5:1,3 5:8 13:12 15:6 20:1	question 5:18 6:3 10:13 12:18 13:17 15:10 18:22 22:17 24:11 25:8 26:17 28:15 32:8 42:24 43:7 45:11,14 46:1 48:16 57:12,24 58:15,17,18,19 62:15,19 66:16 questions 5:14 9:4 16:11 18:1,1 19:18 45:7 46:5 59:18 60:6,10 queue 21:10 quick 46:14 66:16 quicker 3:15 quickly 19:14 quite 54:24 quote 56:3 quotes 11:17
				R
				R 1:23 68:4,14 raised 6:25 45:7 ranked 13:14 ranking 25:18 rankings 25:9,21

rating 57:22 re-rank 25:24 reach 48:13 50:20 51:10 reached 14:13 read 5:20 13:10 readily 24:25 ready 3:3 52:10 realistic 21:15 realizing 59:25 really 16:24 18:4 19:13 22:6 30:22 49:2 59:19,20 63:24 reason 6:2,17 10:21 18:14 30:25 38:9 47:21 49:21 reasons 20:13 47:22 reassign 30:6 reassignment 7:10 30:6,24 47:9 receive 39:19 59:9 received 6:10,13 7:9 11:14 42:6 44:14 recognize 17:10,19 31:20,24 recommendation 20:11 25:21 26:7,9 recommendations 25:6,10 26:21 33:13 44:11 53:16,19 recommended 53:23 recommending 53:25 record 21:5 68:8 records 11:11 redact 50:15 redacted 14:15,17 reduce 22:3,5,6 reengage 31:23 refer 47:20 referring 32:16 61:19 regard 12:15 32:23 33:1 regarding 6:13 65:8 regardless 49:6 regulated 42:25 43:21 regulatory 36:18 rehash 51:8 reiterate 6:16 relates 59:2 relating 10:13	release 45:12 52:6 reluctant 38:9 remind 38:17 remove 53:25 removed 37:15 53:11 renew 62:25 renewals 35:15,17 50:6 rep 39:3 repeatedly 14:20 report 9:20 57:8 58:8 58:10 68:7 Reporter 1:23,23 2:11 68:4,14 REPORTER'S 68:1 reporting 1:24 2:11 36:5,18 37:8 39:1,5 represent 15:3 representative 38:19 request 11:13 16:6 21:14 22:21 37:6 requested 11:12 13:21 14:20 62:4 require 13:16 55:5,7 58:20,20 required 3:17 37:5 requirement 18:11 59:7 requirements 3:6,11 16:9 22:9 28:1,5 36:5,18,21 43:11 65:24 requires 13:11 59:24 requiring 43:19 research 32:5 respond 27:20 41:10 responded 5:20 responds 29:1 response 4:21 5:21 6:15 15:11 16:1 44:8 responses 27:24 65:7 responsibilities 44:12 responsibility 39:8 rest 33:21 50:24 result 55:16 56:4 review 7:8 30:19 32:12 33:21 41:14 41:16,22 44:3 46:16 66:3 67:2 reviewed 3:13 42:3,4	42:6 45:1 reviewing 12:17 18:7 44:10 revised 55:18 revisions 21:4 RFP 3:6,8 5:16 12:12 13:8,12 16:11 20:6 20:14,20,20,23 21:3 22:23 25:4 27:10,21 27:25 28:2,6,12 32:17,21 33:1,3,17 33:19 34:4 42:11 44:6,12,17 45:3,12 49:8 50:8 52:3,6,9 52:15,18 57:1,25 59:16,23 60:20,25 61:4 62:18 63:1,3 64:15,22 65:9 66:18 RFPs 53:11 59:24 Rhodes 2:6 3:3 4:2,10 4:14 6:11 7:2 9:24 11:4 13:10 14:7 16:3 17:5,24 20:4 21:20 27:19 29:19 32:20 33:11 34:2 35:19,20 36:15 37:4 42:18 43:23 46:15 46:23 52:4 61:6,8 61:21 62:1,16 65:7 67:6 Rhodes' 32:11 rid 54:10 right 4:10 7:18 9:5,11 10:3 12:16 17:19 22:9 23:8 26:10 29:20 39:19 43:3 46:6 48:22 49:15 51:6,9,22 57:15 67:5 rights 7:1 10:15 risk 43:9 ROBERT 2:2 roll 4:5 room 1:11 20:14 rule 62:2 rules 20:8 running 16:10 44:21 S S/M/WBE 54:10 sample 7:5 29:7	Sanford 15:19,22 29:4 save 12:25 18:4 45:2 saying 8:18 9:25 10:4 10:5 29:24 36:3,4 51:10,22 56:12 64:19 says 40:5 46:25 50:22 51:3 53:22 SBBC 38:21 39:20 school 1:3 2:3 6:21 7:6 10:8 14:4 25:7,9 25:11 38:4,5,13 39:2,6 56:1 School's 38:3 Schools 15:6 38:22 scope 20:7 21:5 24:14 34:8,14 41:3 42:11 score 34:15 56:22 scoring 20:9 35:2 42:11 SE 1:12 second 4:14,15 11:6 seconded 4:16 seconds 5:25 secretary 40:4 section 38:19 40:17 40:19 46:25 53:24 58:13 sections 65:8 see 15:17 16:7 17:6 18:9 21:3 23:19 26:14 27:14 32:6,18 34:20 50:16 53:5 54:4 60:21 61:9 62:5 seen 29:3,5 sees 25:1 segue 27:17 select 36:9 selected 13:14 25:18 selection 1:4 3:6 4:1,6 20:12 33:5 57:14 selects 25:19 send 29:7 33:9,24 45:3 60:9 67:1 sending 23:25 24:2,6 27:11 sense 62:12 sensitive 49:7 sent 5:8 6:15 28:10	35:25 37:20 42:2 44:25 52:15 separate 27:12 31:14 September 26:20 34:24,25 63:9 serve 3:20 57:19 66:14 Service 1:24 services 2:7 6:6 12:13 15:19 30:17 34:3,9 41:3 54:5 58:3 set 21:14,19 53:3 seven 12:3 shaking 58:23 shape 37:18 shareholders 31:16 Shaw 2:2 3:16 4:7,13 4:13 10:11,12 18:15 18:16 19:20 21:21 21:22 23:22,23,24 34:18,19 35:8 36:11 37:5 55:1,2,5,10 58:14,15,18 Shaw's 57:12 66:21 she'll 3:21 ship 18:5 short 57:5 shorter 16:17 show 8:24 30:1 showed 20:17 showing 6:20 sign 7:24 10:5,14,24 16:14 17:17 19:10 31:8 43:1 signed 10:8 11:7 15:23 24:13 41:20 66:11 signs 51:3 similar 27:22 30:17 simple 6:18 10:1 31:10 43:14 simply 40:21 simultaneously 16:20 45:5 single 36:18,23 37:7 50:22 55:6 sir 12:19 65:6 sit 61:11 six 22:2,10 23:19 27:2 27:5 62:24 six-month 21:17 49:9
---	--	---	--	---

slow 56:8,10 small 53:5 54:9 55:19 smaller 24:16 solicitation 44:19 solicitations 21:11 soluble 64:20 solution 64:23 solve 65:4 somebody 17:4 18:7 26:23 48:7 57:8 somebody's 10:7 sooner 35:1 sorry 11:18 21:20 37:8 38:20 soup 40:7 South 1:24 speak 46:20 61:17 62:3 63:2 speaker 20:1 37:10 SPEAKERS 2:13 speaks 27:19 40:17 special 66:11 spend 26:11 splitting 18:13 spoke 6:14 51:23 spoken 28:14 40:2,6 41:17 48:1 64:5 staff 2:5 15:12 17:6 24:25 staff's 39:7 standard 53:10 standards 61:24 standpoint 22:25 23:6 start 3:23 27:2 34:21 37:24 44:9 48:25 62:23 started 19:5,8 39:1,5 45:5 62:11 starting 36:12 53:9 53:24 state 4:3 13:23 22:13 22:14 42:25 66:2 68:2,5 stated 62:20 statements 9:15 12:17 18:6 stating 6:11 7:4 statute 3:18 4:3 22:13 22:15 28:1,5 35:18 59:7	statutes 13:11,16 statutory 18:11 55:22 stenographic 1:23 68:9 stenographically 68:7 step 16:3 32:24 39:22 39:22 44:21 stops 52:8 streamline 28:12 street 35:5 59:8,17 strict 43:25 struck 38:10 stuck 4:25 14:2 study 56:1,5 stuff 51:21 SUB-COMMITTEE 1:4 subcontract 15:9 46:3 submit 7:8 submitted 24:9 substantial 51:15 successful 52:1 successor 17:10,16 17:20 31:12,25 sue 60:3,4 sufficiency 16:8,16 65:17 sufficient 6:19 10:10 12:10 15:25 16:6 17:14 23:3 26:6 29:11 33:1 35:4 41:23 44:6,15 50:1 59:9 65:23 sufficiently 27:22 suggest 43:23 suggested 9:24 suggesting 55:13 suggestions 42:12 52:23 66:17 Suite 1:24 summaries 26:15 superintendent 26:8 38:6,18,20,22 39:7 63:19 superintendent's 37:16 39:3 support 6:25 supposed 44:4 58:7 supposedly 7:22	sure 5:23 14:8 21:16 21:18 23:8,13,14 25:14 39:8 41:23 42:19 43:2,10 45:11 46:20 48:23 51:12 54:24 62:1,20 surprised 41:18 surrounding 37:18 suspect 47:21 switch 52:10	38:13 40:12 42:15 48:16 49:15 65:11 66:20 things 14:25 23:15 27:20 33:3 35:2 36:1,8 37:22 38:16 41:7 43:24 60:19 61:2 think 5:12 10:21 13:4 13:24 16:21,25 17:2 17:16 18:3 19:20,23 22:7,22 26:1 27:8 27:13,20 29:20 30:21 33:11 34:2,5 35:3,12,16 37:13 43:18 46:18 48:9,21 49:12,14 50:4 51:1 52:7,16,18 53:14 58:8 59:22 60:14,19 60:25 62:14 63:20 63:23 64:4,10,16,20 64:20,21,22 65:20 65:20 66:2,4,6 thinking 42:14 60:18 65:22 thinks 18:3 third 5:17 thought 12:1 45:18 thoughts 53:18 thousands 63:17 three 3:18 19:8 22:2 27:1 36:12 38:16 40:25 59:11 66:10 three- 21:17 three-party 10:24 Thursday 1:14 64:4 tie 59:20 TIM 2:11 time 7:12 11:16 23:16 33:12 34:11 35:4 43:7 44:21 45:18 49:7 50:8,9 52:4 57:7 59:22,25 61:1 61:4 67:9 time-sensitive 6:12 timeframe 26:24 timeline 22:4,5,6 23:4 25:5 26:19 43:25 54:21 timelines 21:15 57:17 58:3	timely 18:7 timetables 57:2 Timothy 1:23 68:4,14 today 3:21 6:16 12:5 12:11 16:21 17:25 20:25 23:7 32:9,21 37:17 45:7 62:12 64:3 today's 20:17 torture 34:17 track 12:12 16:17 27:13 traffic 4:25 37:19 trail 40:6 transaction 12:20,21 transactions 14:11 transcript 68:8 transfer 7:1,13 49:17 transferred 9:25 14:19 39:14 47:2,14 51:4 transmit 67:1 tried 65:2 true 68:8 try 12:4,8 17:4 49:21 65:16 trying 10:23 18:3,4 19:12 27:23 28:19 31:1 39:12,21 40:8 41:22 42:1 44:16 64:25 65:1,5 Tuesday 64:4,12 turn 3:22 25:22 turned 28:21 52:10 52:11 two 11:7 12:25 22:2 41:7 44:22 50:6 53:16 59:6 60:9,19 type 15:12 types 43:8 typically 43:7,12
T				
t's 46:21 tabbed 38:17 table 16:14 tables 57:7 tabulation 23:17 take 4:4 12:12 23:15 29:12 31:2 37:9 38:23 40:5 47:7 50:18 59:25 61:9 taken 11:8 61:13 takes 27:1 49:1 64:17 talk 12:11 40:24 65:3 talking 12:7 21:8 26:20 27:14 33:18 53:21 54:8 team 7:2 11:21 16:5,7 16:12 42:18 43:9 62:5 technically 30:14 tell 22:4 template 20:24 29:9 33:19,20 66:10 term 23:1 terminate 45:19 62:10 64:6,14 terminating 60:23 termination 61:10,23 63:3 terms 26:13 35:13 56:11 tested 13:2 thank 3:25 10:12 23:24 31:4 41:8,11 41:25 52:22 55:2,10 56:24 62:17 64:24 66:15 67:9 theirs 15:6 thereof 68:9 thing 13:9 15:15 33:7				
U				
ultimate 20:12 ultimately 3:5 11:10 11:14 20:5,10 34:4 34:16 un-ring 48:24 unable 6:5 understand 7:16 8:16 14:14,16 22:2 24:4				

40:8 48:15 59:1 understandable 48:19 understanding 5:15 10:6 12:8 13:17 14:25 40:1,12,22 42:20,24 understands 51:24 understood 13:11 46:23,23 unique 33:4 United 2:11 unrelated 7:6 unwilling 31:1 update 32:11 33:3 updated 44:17 updating 27:11 uploaded 36:19 use 3:8 20:15,23 56:19 61:4 usually 21:17 41:2 46:8 61:24	48:23 49:1,2,17 51:13,20 52:5,18 56:2 57:11 58:25 62:19 63:2 65:15 wanted 18:19 20:13 22:23 25:23 28:22 35:20 62:1 65:13 wants 25:15 28:25 Warehousing 2:7 wasn't 23:25 41:5 58:15,19 62:2 waste 59:22 way 7:16 8:6,16 12:2 27:15,23 30:1,3 31:2,11,20,24 34:14 34:15,20 44:9 50:25 64:17 65:18 ways 16:24 22:3 we'll 3:23 5:1,3 19:16 20:3 64:12 we're 3:10 8:10,11 9:17,20 10:21,23 12:11 14:1 17:25 18:10,12,13,16 19:3 19:4,11 22:8 24:4,5 26:1 27:21,23 30:13 30:21 31:1 32:7 33:7,8,9,19 34:2,3 34:21 36:2,4 42:9 42:10 43:10,24 44:16,21 45:11 46:19 47:18,24 50:15,18,19 54:8 57:3,5 59:11,12 60:15,16 61:15 63:7 64:1,8 65:21 66:14 we've 3:8 9:25 10:19 12:7,10 17:25 18:17 27:7 28:13 40:6 52:9 57:5 62:11 weaknesses 9:19 week 63:21 weeks 23:19 went 26:19 weren't 24:23 50:12 whatnot 30:2 willing 10:14,18,24 11:2 13:20 16:23 18:21,24 19:3 women 53:5 54:9 55:20	wonder 38:8 wondering 52:12 57:6 word 12:16 14:2 47:25 49:15 50:18 words 5:15 7:22 work 8:5,15 10:6 11:25 15:17 18:23 19:1 20:24 21:5,13 24:15 28:9,10 35:22 36:9,12 42:17 49:5 49:11 52:8 60:4 64:22 worked 11:9,10 working 6:1 9:16,17 17:3 18:6 works 38:7 58:21 worries 24:21 worth 12:3 wouldn't 47:15 48:16 wrap 51:12 WRIGHT 1:11 write 9:24 written 39:15 41:4 47:3 63:5 wrote 10:4	16 40:19 18th 6:11 19th 63:15,22 68:10
V			2
valid 7:10 various 24:2 vendor 57:23 58:2 60:2 vendors 23:8,10 24:21 versus 34:21,24 veteran 53:6 54:9 veterans 55:13,20 59:2 vetted 28:3 view 33:6 violation 18:10 VIRGINIA 2:8 vote 26:10			2.12 40:19 2021 21:25 2025 1:14 7:3 68:10 23 56:3 28th 25:5
W			3
W/S/M/WBE 55:13 wait 45:5 60:1 61:11 65:7 waive 59:7 wall 12:6 want 8:11 9:8,10 17:19 20:2 21:14,18 23:7,13,14 30:21 34:12 37:21 41:10 42:13 45:10 48:22			3.05 63:4 3.11 38:19,20 39:12 46:25 3.19 38:20 30 26:21 63:4 30-day 63:10 30th 62:22 63:12 31st 36:21 33301 1:25 3RD 1:12
			4
			4.4 53:21,24 54:4 55:12 4.4.2.3 58:6 4.4.21 53:9 58:5 4.4.23 54:21
			5
			5 56:20 500 1:24
			6
			6/30 19:7 60 26:21 600 1:12 633 1:24
			7
			7 1:14 22:23 25:4
			8
			8 40:19
			9
			9:07 1:14 9th 15:21
		X	
		X 25:23 XYZ 8:12	
		Y	
		yeah 17:2 19:8 22:15 29:2 33:6,17 48:7,8 55:12 58:18 60:18 year 19:7 36:7 50:6 58:6,12,12 year's 43:16 years 11:22 39:2 yesterday 21:8 yielded 34:4	
		Z	
		0	
		1	
		10 56:21 10:30 1:14 67:10 10th 7:3 12 52:25 15th 54:23 58:6	