

BURNS SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC.

Request for Proposals For Auditing Services

RFP # 2025-1

DESCRIPTION OF PROJECT

Burns Science and Technology Charter School, Inc. (“Burns”), a public charter school, is seeking proposals from qualified vendors to perform an audit of its financials that complies with the requirements of Section 218.39, Florida Statutes, other applicable rules and regulations relevant to Florida public charter schools. The audit must be completed no later than September 1, 2025 in order to be reviewed and submitted to the School Board of Volusia County by September 20, 2025.

INFORMATION ABOUT Burns

Burns is a 501(c)3 non-profit organization, that operates a public charter school known as Burns Sci-Tech, which is governed by an independent Board of Directors and serves approximately 1,100 students in grades K-12. The charter school is located at 160 Ridge Rd, Oak Hill, FL 32759.

RFP SCHEDULE:

The following schedule will apply to this RFP:

- RFP Posted on Burns’ Website: April 2, 2025
- Proposal Due Date: April 18, 2025
- Selection Date: Anticipated to occur on or before April 22, 2025

Interested vendors may contact Brent Appy to ask clarifying questions. Mr. Appy can be reached at 386-210-4915 X 146 or appyb@burnsscitech.org.

SUBMISSION INFORMATION

Proposals are to be addressed and delivered to the Audit Committee of Burns in accordance with the instructions and requirements set forth in this document. Once received, responses to the RFP will undergo evaluation, with a final determination made by the Board of Directors. To be considered, interested firms must demonstrate an ability to carry out the scope of services, meet all eligibility requirements, and comply with instructions described herein. Incomplete or late proposals will not be considered.

No offer of intent to enter into a contract with any party for services should be construed from this RFP. Burns reserves the right, in its sole discretion, to approve or reject any proposal, or part of any proposal, or all proposals, in accordance with what it deems to be in Burns’ best interests, as well as to comply with applicable law. Proposals must be received by the deadline. Proposals will not be reviewed until after the deadline has passed. Proposals should be submitted via email to appyb@burnsscitech.org and a hard copy of the proposal should be mailed to the following address:

Brent Appy
Burns Sci-Tech
160 Ridge Rd
Oak Hill, FL 32759

SUBMISSION REQUIREMENTS

The proposal for services should be clear and concise. Full disclosure and breakdown of all fees are required. It is important to show what services are offered as inclusive, and what services are provided at additional fees. All submittals are to follow the format described in this section. Respondents are encouraged to submit clear, concise responses to this RFP. The response must be complete, and where information is omitted, Burns reserves the right to treat that response as non-responsive.

- A. **Letter of Transmittal:** Include in the transmittal letter a statement of your ability and agreement to provide all services necessary on a timely basis in order to accomplish the services identified under the scope of work and to meet the minimum contract terms outlined in this RFP.
- B. **Proposal Response:**
1. **Cover Page:** Appropriate name of RFP, RFP number, and name of company making submission.
 2. **Executive Summary:** A high-level introduction of the proposal.
 3. **Company Background:**
 - i. The response should include a concise description of the company's background with a clear delineation of the company's capabilities to satisfy the scope of work put forth in this RFP, including the number of years in operation, the company's areas of expertise and specialization, the number of persons employed by the company, the number and location of the company's offices, a brief description of key personnel that would be involved providing the services, a brief description of any consultants or other third-parties that would be involved in providing the services, and any other pertinent information.
 - ii. The response should include whether or not any citation has been issued to or against your firm or any key employee in connection with any other similar project during the last five (5) years. If applicable, please provide detailed information for each such occurrence regarding: 1) the nature of the violation for which the firm was cited; 2) a summary of the position taken on the matter; and 3) a description of the official resolution or disposition of the asserted violation.
 - iii. The response should also identify any litigation the company has been involved with in the last five (5) years relating to work performed for a client or customer, including 1) the nature of the dispute; 2) the status or resolution of the litigation; and 3) the company's position on the claims being litigated.
 - iv. The response should include a brief description of at least three (3) audit projects similar in size and complexity described in this RFP that are either currently being performed or have been completed by your firm in its overall capacity within the last five (5) years.
 4. **Proposal for Completion of Design Project:** Please include any and all information regarding your company's proposed course of action to complete the Design Project identified in this RFP, including, but not limited to, the following:
 - i. Identification of approach to providing the services.
 - ii. A full description of all costs and fees for the services, including identification of what services are inclusive with the proposed pricing and what services would require an additional fee.
 - iii. Hourly rate schedule for the company's team members, if applicable to the fee structure and price.

- iv. A timeline for completion of the services, including anticipated start and completion dates along with applicable milestones.
 - v. Other information that may help inform Burns' decision.
5. **Conflicts of Interest/Insider Relationships:** The vendor shall provide a list of any family, business, or other relationships which it has with Burns or any former or current board members, officers, employees, students/parents, or others associated with Burns.
 6. **Resumes:** Provide a professional resume for the key people proposed to be assigned to this project, including any subconsultants. Identify the individual who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm.

AWARD CRITERIA

The primary award criterion will be the most advantageous proposal in Burns' absolute and sole discretion that includes the requested services. The award may be made on the basis of factors other than the lowest fee proposal. The factors which Burns may (but is not obligated to consider) include without limitation, in no particular order, and with no particular weighting:

1. Completeness and presentation of proposal.
2. Proposed fees and costs.
3. Experience of vendor involving auditing projects of similar scope, size, and characteristics.
4. Experience and qualifications of key personnel that would be involved in the project.
5. Litigation, complaint history, and reputation of vendor.
6. Whether any conflicts of interest exist.

CONTRACT PROVISIONS

If the vendor is selected by Burns, the parties must enter into a written contract that will align with this RFP and include the following provisions:

INSURANCE: The vendor must supply evidence of reasonable and sufficient insurance (in amount of coverage, size of deductible, and strength of insurer) that includes comprehensive general liability coverage (for loss to persons and property) and professional liability coverage in an amount of at least \$1,000,000 per event and \$2,000,000 aggregate, and such other insurance as may be reasonable and customary for the vendor's industry and the work being performed, or as may be required by Burns' lender. Burns must also be listed as the named insured on the certificate of insurance (COI) on applicable policies.

LICENSING: The vendor must supply evidence of all licenses, permits, and certificates required by or possessed under applicable law for it to provide the goods and/or services and conduct business as currently conducted and to be conducted during the term of the contract. If the vendor is not a Florida entity, it must show evidence that it is qualified to do business in Florida.

APPLICABLE LAW, JURISDICTION AND VENUE: The contract with any vendor will be construed and interpreted according to the laws of the State of Florida. The exclusive venue of any action arising from or related to the contract will be Volusia County, Florida.

COMPLIANCE WITH APPLICABLE LAWS: The vendor shall comply with all applicable statutes,

laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, including the requirements of Florida's Jessica Lunsford Act.

INDEMNIFICATION: The vendor will indemnify, defend and hold harmless Burns, its board members, officers, agents and employees, from and against any and all loss, cost, damage, expense, liability, and claims, including attorney's fees and costs, of any kind, for any intentional acts or omissions or negligence of the vendor, its officers, agents or employees, in performance of the contract.

PUBLIC RECORDS: The vendor will comply with the requirements of Chapter 119, Florida Statutes, to the extent the vendor creates or is in the possession of public records that would otherwise be maintained by Burns. This includes the duty to keep and maintain such public records, and, upon request, to allow such public records to be inspected or copied by members of the public within a reasonable time at a cost that is in compliance with Chapter 119, Florida Statutes. Vendor must also ensure that all confidential and exempt records are not disclosed except as authorized by law. Upon the termination of the contract, the vendor will transfer all such public records in its possession to Burns or keep and maintain the records in accordance with the Public Records Act.

The contract will also include the following language required under Section 119.0701, Florida Statutes:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BURNS' RECORDS CUSTODIAN AT (telephone number, e-mail address, and mailing address).

OTHER PROVISIONS: The contract shall also include such other provisions as are customary for the industry and which reflect the terms of vendor's response to the RFP, or such other terms as the parties may mutually agree.