



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0527 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MR. CHARLES V. HIGH, C.P.M., A.P.P., MBA
PURCHASING AGENT IV
www.browardschools.com

SCHOOL BOARD
DR. ROSALIND OSGOOD, Chair
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ROBERT W. RUNCIE
Superintendent of Schools

January 26, 2016

ADDENDUM NO 3 RFP No. 17-006V

TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

Due to the winter storm, the RFP opening date has been changed **from January 28, 2016 to February 2, 2016 at 2:00 PM.** It is requested that you deliver the proposals earlier than February 2, 2016. Late proposals will not be accepted.

Evaluation Meeting date has been changed **from February 18, 2016 to February 23, 2016 at 9:00 AM.** Location is still the same.

Posting of Recommendation date has been changed **from February 22, 2016 to February 25, 2016 at 3:00 PM.**

Question: Our organization is recognized in several municipalities (New Orleans, Houston, Chicago, Orlando, New York State) as an MBE company, and we applied for a Broward County Public Schools MBE certification with Ms. Colleen Robbs. However, we haven't received the certification and associated number yet. We have certification status with the Southern Florida Minority Supplier Development Council. Can this certification be used in lieu of the BCPS certification? If not, can you provide guidance on this matter?

Answer:

The M/WBE applications are reviewed within 30 days. We try to expedite applications for firms that are preparing to submit a bid, however, there is no guarantee that the application will be processed by such deadlines. Having said that, in answer to the specific question, the SFMSDC certification cannot be used in lieu of a School Board of Broward County M/WBE Certification, nor can any other agency's certification be utilized.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 17-006V, Technical Contract Staffing and Consulting Services, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

CVH/avt



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ROBERT W. RUNCIE
Superintendent of Schools

January 22, 2016

ADDENDUM NO 2
RFP No. 17-006V
TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

Correct an error that was stated in Addendum No. 1

1. ***DELETE:** Page 24 of 25 Pages – **REVISED - (Header: Section 6.0 Special Conditions)**
***Note:** Microsoft Word duplicated two Page 24 of 25 Pages – **REVISED**. This is to correct the error (See insert below). The other Page 24 of 25 Pages – **REVISED (Header: 7.0 General Conditions is correct)**

INSERT: Page 15 of 25 Pages – **REVISED -**

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 17-006V, Technical Contract Staffing and Consulting Services, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

CVH/avt

6.0 SPECIAL CONDITIONS

- 6.6 **COPYRIGHT INDEMNIFICATION.** SBBC agrees to notify AWARDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AWARDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AWARDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDEE in the defense of such Infringement Claims.
- 6.7 **PURCHASE ORDERS:** BCPS shall order services by issuing a purchase order. Purchase orders, used in conjunction with a scope of work, shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables.
- In creating purchase orders, BCPS is permitted to negotiate terms and conditions which supplement those contained in this RFP or written Agreement. Such additional terms shall not conflict with the terms and conditions established by this RFP or written Agreement. Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this RFP and written Agreement.
- In accepting a purchase order, the Awardee(s) recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the scope of work and deliverables and agrees to be fully accountable for the performance thereof. All work performed must meet the satisfaction of BCPS. The work shall be complete when BCPS provides their approval of the work performed. In addition, the Awardee(s) assumes full responsibility for the acts of all subcontractors.
- 6.8 **AWARDEE'S RESPONSIBILITIES:** Awardee(s) shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. Awardee(s) is/are accountable to BCPS for the actions of its personnel.
- 6.9 **EMPLOYEES, SUBCONTRACTORS, AND AGENTS.** All Awardee's employees, subcontractors, or agents performing work under this Contract shall be properly trained technicians who meet or exceed any specified job qualifications. Upon request, Awardee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of SBBC and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The SBBC may conduct, and the Awardee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Awardee. SBBC may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with SBBC's security or other requirements. Such approval shall not relieve the Awardee of its obligation to perform all work in compliance with the Contract. SBBC may reject and bar from any facility for cause any of the Awardee's employees, subcontractors, or agents.
- 6.10 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this Bid as no personal property is being purchased.



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ROBERT W. RUNCIE
Superintendent of Schools

January 13, 2016

ADDENDUM NO 1

RFP No. 17-006V

TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

- Attached are the responses to the questions received.
- INSERT: ATTACHMENT N (References)**
DELETE: Page i of i Pages
DELETE: Page 6 of 25 Pages
DELETE: Page 21 of 25 Pages
DELETE: Page 15 of 25 Pages
DELETE: Page 24 of 25 Pages
DELETE: Page 2 of 2 Pages (**Attachment J**)
INSERT: Page i of i Pages – **REVISED** –
INSERT: Page 6 of 25 Pages – **REVISED** –
INSERT: Page 21 of 25 Pages – **REVISED** -
INSERT: Page 15 of 25 Pages – **REVISED** -
INSERT: Page 24 of 25 Pages – **REVISED** -
INSERT: Page 25 of 25 Pages
INSERT: Page 2 of 2 Pages – **REVISED** –
(Attachment J)

Note: Fillable forms "file" have been added to Demandstar in order to help writing your proposal. Please check Demandstar under 17-006V, "Documents".

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 17-006V, Technical Contract Staffing and Consulting Services, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

CVH/avt

➤ **QUESTION #1:**

How many companies are on the current contract?

ANSWER TO QUESTION #1:

Please see link below that shows vendors awarded and their current hourly rates.

<http://www.broward.k12.fl.us/supply/docs/contracts/13-017N%20Technical%20Contract%20Staffing.pdf>

➤ **QUESTION #2:**

Is there a bid tabulation?

ANSWER TO QUESTION #2:

A copy of the current Tabulation/Recommendation for RFP 13-017N – Technical Contract Staffing can be found

at this link: <http://bcpsagenda.browardschools.com/agenda/1897H/52792/Files/121812ee0101.pdf>

➤ **QUESTION #3:**

How many companies do you plan on awarding contracts to?

ANSWER TO QUESTION #3:

This depends on the number of proposals received, if they meet the minimum eligibility requirements of the RFP, and meet a score of 70 points and higher.

➤ **QUESTION #4:**

How many consultants have you used in the current contract?

ANSWER TO QUESTION #4:

*The following consultants have performed work under contract #13-017N – Technical Contract Staffing
Bell Industries, GDKN Corporation, JDL Technologies, Millennium Technology Group, Radgov, Inc.,
Synchronous Solutions, Inc., Synergy Technologies, and TRG, Inc.*

➤ **QUESTION #5:**

How much was spent on Information technology consultants?

ANSWER TO QUESTION #5:

To date and under Contract #13-017N, the spending is \$1,637,023.

➤ **QUESTION #6:**

Will you award and are willing to work with out of state vendors?

ANSWER TO QUESTION #6:

Yes.

➤ **QUESTION #7:**

What was the total spend for the Scope of Work covered in this RFP for 2013, 2014, and 2015? Please separate each year if possible.

ANSWER TO QUESTION #7:

*The spending for FY 2013 - \$503,351; FY 2014 - \$282,830; *FY 2015 - \$791,462*

**Note: For FY-2015 only reflects spending from dates 7/01/15 – 1/04/16*

➤ **QUESTION #8:**

There are several roles required in a typical SAP S/4 HANA project that are not listed (ABAP Developer, HANA Administrator, PI/XI/Fiori Developer, BI/BW Developer (HANA experienced, etc.) How should we respond where roles are missing?

ANSWER TO QUESTION #8:

As part of the Addendum a section has been added for Additional Information on the Cost Matrix. Use this section to add any additional roles that may be needed during the term of the contract. Note: This section is for informational purposes only and will not be scored.

➤ **QUESTION #9:**

We typically would bid an entire project with a team of people who understand our methods, tools, and have experience working together. Are the project proposals considered separate from the staff augmentation – ie. If we proposed a project team and fit them into the roles in Attachment I and SBBC decides to award certain SAP roles to multiple firms, our Program Managers and his experience with over 18 SAP implementations was wanting to ensure that in any blended organization with many different firms working on an implementation it can be very risky to the project because there would not be one firm in charge and responsible for project success. Will SBCC award a project to a single firm?

ANSWER TO QUESTION #9:

Attachment G lists the Potential Projects that the Information & Technology Department foresees but does not guarantee in the future. These projects may be managed internally through staff augmentation or completely managed by an outside vendor. It is the intent of Broward Schools to implement projects in the most efficient and cost effective manner possible.

➤ **QUESTION #10:**

To the same point as above—On SAP projects, there will be needed functional consultants for specific areas of the Broward County Public Schools and are essential to the extraction of requirements and the build of this functionality into the SAP/ERP new system. Should we account for those resources under the current list that you have provided as technical 1, 2, or 3? Or will this project resource list be separate?

ANSWER TO QUESTION #10:

See answer to Question 8.

➤ **QUESTION #11:**

For SAP Projects experience with SAP and a proven methodology for implementing S/4 HANA is important. We don't see any mention of requiring a Road Map, Project Plan, example strategy documents, etc. that would prove to SBBC the firm has the qualifications and experience to successfully complete the project. Can you explain what you would expect to see regarding the SAP projects?

ANSWER TO QUESTION #11:

Attachment G lists the Potential Projects that the Information & Technology Department foresees but does not guarantee in the future. Proposers will comply with "Attachment F, Deliverables". Deliverables are considered non-negotiable, mandatory requirements that Awardee(s) will be required to comply in order to satisfy the terms and conditions of this RFP.

➤ **QUESTION #12:**

What version of SAP ECC, BI and Enterprise Portal are you currently using? (We do see the mention 4.6B for HCM, but wanted to understand the rest of the landscape.)

ANSWER TO QUESTION #12:

*Version 4.6B is the legacy version of SAP HCM.
We are currently running SAP ECC 6.05 for Finance, Budget, Materials Management, and HCM.
For the Enterprise Portal, Employee Self-Service (ESS) and BI, we are running NetWeaver 7.02.*

➤ **QUESTION #13:**

For the HANA conversion project are you planning to go to Suite on HANA or S/4 HANA?

ANSWER TO QUESTION #13:

This cannot be determined at this time.

➤ **QUESTION #14:**

For the SAP SRM project what is the scope of SRM you plan to implement? Include functions like: Auctions, reverse auctions, CLM, RFx, vendor portals? How many users will utilize each function?

ANSWER TO QUESTION #14:

See answer to Question 13.

➤ **QUESTION #15:**

For SAP Mobile – what is the scope of mobile applications you are planning? Are there high level functional requirements?

ANSWER TO QUESTION #15:

See answer to Question 13.

➤ **QUESTION #16:**

How many end users for SAP ECC, BI, and Portal will there be (If you could please list separately for each system we would appreciate it)?

ANSWER TO QUESTION #16:

As of our last survey (Sep. 2015) we have 2,561 general users and 33,394 ESS-only users.

➤ **QUESTION #17:**

For the conversion to HANA are you looking at a transformation to best practices or are you expecting all current functionality to be re-created in the HANA environment?

ANSWER TO QUESTION #17:

See answer to Question 13.

➤ **QUESTION #18:**

Do you already have the software licenses for S/4 Hana?

ANSWER TO QUESTION #18:

Broward Schools does not have licenses for S/4 Hana.

➤ **QUESTION #19:**

Are you considering comparing the best value comparison between on premise SAP systems and those in the cloud and hosted?

ANSWER TO QUESTION #19:

See answer to Question 13.

➤ **QUESTION #20:**

Would you require a roadmap with a business case analysis to establish priorities of order of deployment? Or have you already confirmed the exact SAP applications and modules that Broward County Public Schools requires and have established the order in which they should be deployed?

ANSWER TO QUESTION #20:

See answer to Question 13.

➤ **QUESTION #21:**

What is the projected spend for this 3-year RFP?

ANSWER TO QUESTION #21:

The answer to this question cannot be provided at this time. Budgets are not set that far in advance. The spending is based on the department's budget provided for that fiscal year.

➤ **QUESTION #22:**

What is your total number of vendors/providers currently servicing the Scope of Work this RFP encompasses?

ANSWER TO QUESTION #22:

See answer to Question 1.

➤ **QUESTION #23**

What is the projected number of awardees for RFP 17-006V?

ANSWER TO QUESTION #23:

See answer to Question 3.

➤ **QUESTION #24:**

In Section 4.4.1.4 Expertise: Can you further elaborate on what is meant "resumes of the consultants who will be assigned to SBBC." Does this mean you need sample resumes?

ANSWER TO QUESTION #24:

Provide samples of resumes of your employees that could potentially be assigned to this contract.

➤ **QUESTION #25:**

Who are the present vendors awarded 13-017N?

ANSWER TO QUESTION #25:

See answer to Question 1.

➤ **QUESTION #26:**

What is the award date(s)?

ANSWER TO QUESTION #26:

The award date of the new contract is stated in Section 2.4 of the RFP

➤ **QUESTION #27:**

Hourly billing rates for each category at the time of award?

ANSWER TO QUESTION #27:

See answer to Question 1.

➤ **QUESTION #28:**

Hourly wage requirements at time of award?

ANSWER TO QUESTION #28:

See answer to Question 1.

➤ **QUESTION #29:**

Current bill rates?

ANSWER TO QUESTION #29:

See answer to Question 1. Pricing was firm for 36 months.

➤ **QUESTION #30:**

Bid Tabulation from current award?

ANSWER TO QUESTION #30:

See answer to Question 2.

➤ **QUESTION #31:**

What is the current budget for 17-006V?

ANSWER TO QUESTION #31:

See answer to Question 21.

➤ **QUESTION #32:**

What is the anticipated annual spend for this contract?

ANSWER TO QUESTION #32:

See answer to Question 21. Refer to the answer in Question 7 based on an estimate for this contract.

➤ **QUESTION #33:**

There appears to be a discrepancy in the points assigned for Section 4.4.1 "Proposers Qualifications". On Page 6, indicates 30 points allowed and on Page 12 it indicates 35 points allowed. What is the number of points assigned to this category?

ANSWER TO QUESTION #33:

See Page 6 of 25 Pages – **REVISED** -. Correction has been made.

➤ **QUESTION #34:**

On Page 16, "Bidding Preference Laws" It appears that this provision isn't applicable for this RFP. Is it applicable?

ANSWER TO QUESTION #34:

Bidding Preference Laws does not pertain to this type of solicitation. See Page 15 of 25 Pages – **REVISED** -

➤ **QUESTION #35:**

On Page 6, it requires Proposer to fill out and submit references in Attachment K, but in the package, Attachment K is "Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions". Where should we list references?

ANSWER TO QUESTION #35:

This error has been corrected. See **Attachment N**, inserted into this Addendum.

➤ **QUESTION #36:**

Are the 15 required copies of the proposal electronic or hard copies of the original proposal? If electronic, are they to be submitted on 15 individual CDs/flash drives marked "Copy"?

ANSWER TO QUESTION #36:

The 15 copies are hard copies. 1 copy must be marked "Original" and must have an original signature. Proposer will also provide a thumb-drive or equivalent with the entire proposal scanned as a PDF.

➤ **QUESTION #37:**

Would it be possible to obtain editable versions of all the fillable forms in the RFP – specifically RFP, Page 1 – Proposer Information, along with Attachments A-L?

ANSWER TO QUESTION #37:

Yes, this is possible. The fillable forms will be placed on Demandstar as a Microsoft WORD document. You must retrieve this file directly through Demandstar and will not be attached to this Addendum.

➤ **QUESTION #38:**

Can SBBC provide Attachments B, E and J in Microsoft Word format to Bidders?

ANSWER TO QUESTION #38:

See answer to Question 37.

➤ **QUESTION #39:**

Does SBBC have an existing contract for similar services?

ANSWER TO QUESTION #39:

Yes. The RFP Number is 13-017N – Technical Contract Staffing

➤ **QUESTION #40:**

Who are the current vendors providing similar services to SBBC?

ANSWER TO QUESTION #40:

See answer to Question 1.

➤ **QUESTION #41:**

Approximately how many contractors does SBBC currently have?

ANSWER TO QUESTION #41:

See answer to Question 1.

➤ **QUESTION #42:**

Can we get the price list of SBBC's current vendors?

ANSWER TO QUESTION #42:

See answer to Question 1.

➤ **QUESTION #43:**

Can we get the job titles, average job duration, and hourly rates currently used by SBBC?

ANSWER TO QUESTION #43:

See answer to Question 1.

➤ **QUESTION #44:**

Is there a font type and size SBBC would prefer for the proposal?

ANSWER TO QUESTION #44:

Times New Roman seems to be the most common font type to use for proposals. The decision of the font type to use is left up to the Proposer that is legible to read.

➤ **QUESTION #45:**

Page 6 of 25, Section 4.4.1.4 Expertise: Proposer to provide resumes of consultants who will be assigned to SBBC. Are you referring to the resumes of Proposer's staff/employees who will be working to service the SBBC contract and not of all the technical personnel who may possibly work (if selected) on SBBC's future potential projects?

ANSWER TO QUESTION #45:

See answer to Question 24.

➤ **QUESTION #46:**

Page 7 of 25, Section 4.4.2, Scope of Services Provided – Does SBBC want the Proposer to respond in the tabulation form that is provided in this section?

ANSWER TO QUESTION #46:

Yes. See answer to Question 37.

➤ **QUESTION #47:**

Reference point question 46 above, would SBBC prefer a limit to the length of the description to be provided?

ANSWER TO QUESTION #47:

The decision to limit the length of the description for Section 4.2.2 will be left to the Proposer to decide.

➤ **QUESTION #48:**

Page 12 of 25, Award – Does SBBC intend to approve all vendors who comply with the terms & conditions of the RFP and receive a score of 70 or higher?

ANSWER TO QUESTION #48:

Yes.

➤ **QUESTION #49:**

Will this RFP be awarded by scope?

ANSWER TO QUESTION #49:

Refer to Section 5.4 of the RFP.

➤ **QUESTION #50:**

How will this bid be awarded?

ANSWER TO QUESTION #50:
Refer to Section 5.4 of the RFP.

➤ **QUESTION #51:**

Can you provide estimates of how much work is driven through this RFP?

ANSWER TO QUESTION #51:
See answer to Question 5.

➤ **QUESTION #52:**

Who are the current providers?

ANSWER TO QUESTION #52:
See answer to Question 1.

➤ **QUESTION #53:**

Would SBBC consider granting an extension to the due date?

ANSWER TO QUESTION #53:
It is not necessary to grant an extension at this time.

➤ **QUESTION #54:**

Is a performance bond required for this RFP? If so, what is the amount.

ANSWER TO QUESTION #54:
A performance bond is not required for this RFP.

➤ **QUESTION #55:**

Our company acknowledges the liability language set forth in the RFP, Section 7.1 for service deals of this nature, this clause is not typical. Is there any flexibility?

ANSWER TO QUESTION #55:
*It states in Section 7.1, "This General Condition of the RFP is **NOT** subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".*

REFERENCE INFORMATION

PROVIDE REFERENCES FOR YOUR THREE LARGEST CLIENTS

1. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____
Telephone Number: _____
Number of Employees: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

2. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____
Telephone Number: _____
Number of Employees: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

REFERENCE INFORMATION

- 3. Client Name: _____
- Business Address: _____

- Service Address: _____

- Contact Person: _____
- Telephone Number: _____
- Number of Employees: _____
- Services Performed for Client: _____

- How long has account been active (state in years and months): _____

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4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 **Experience:** State the number of years Proposer has provided temporary contract staffing to its various clientele.

4.4.1.4 **Expertise:** Proposer is to provide names, titles, corporate office location and areas of expertise, along with resumes of the consultants who will be assigned to SBBC.

4.4.1.5 **References:** Proposer must provide a list of at least three references. Fill out and submit **Attachment N**.

4.4.1.6 **Recruiting Procedures:** Proposer is to state the procedures used to recruit experience and qualified personnel who perform within the technical service areas listed in this RFP. Proposer is to describe each requirement point-by-point listed in **Attachment F, Deliverables**, to insure that the appropriate staff is presented to SBBC Education Technology Services (ETS) Department for interviews, evaluation and determination of acceptance for the assignment required.

4.4.1.7 **Prescreening Process:** Proposer is to state the process that the Proposer has established to prescreen staff, including, but not limited to, reference checking, drug testing, criminal background checking, and communication and technical skills level testing of staff that are presented to SBBC for interview, evaluation and determination of acceptance prior to assignment.

7.0 GENERAL CONDITIONS

7.39 SBBC PHOTO IDENTIFICATION BADGE (Cont'd):

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on February 22, 2016 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

6.0 SPECIAL CONDITIONS

- 6.6 **COPYRIGHT INDEMNIFICATION.** SBBC agrees to notify AWARDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AWARDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AWARDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDEE in the defense of such Infringement Claims.
- 6.7 **PURCHASE ORDERS:** BCPS shall order services by issuing a purchase order. Purchase orders, used in conjunction with a scope of work, shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables.
- In creating purchase orders, BCPS is permitted to negotiate terms and conditions which supplement those contained in this RFP or written Agreement. Such additional terms shall not conflict with the terms and conditions established by this RFP or written Agreement. Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this RFP and written Agreement.
- In accepting a purchase order, the Awardee(s) recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the scope of work and deliverables and agrees to be fully accountable for the performance thereof. All work performed must meet the satisfaction of BCPS. The work shall be complete when BCPS provides their approval of the work performed. In addition, the Awardee(s) assumes full responsibility for the acts of all subcontractors.
- 6.8 **AWARDEE'S RESPONSIBILITIES:** Awardee(s) shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. Awardee(s) is/are accountable to BCPS for the actions of its personnel.
- 6.9 **EMPLOYEES, SUBCONTRACTORS, AND AGENTS.** All Awardee's employees, subcontractors, or agents performing work under this Contract shall be properly trained technicians who meet or exceed any specified job qualifications. Upon request, Awardee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of SBBC and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The SBBC may conduct, and the Awardee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Awardee. SBBC may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with SBBC's security or other requirements. Such approval shall not relieve the Awardee of its obligation to perform all work in compliance with the Contract. SBBC may reject and bar from any facility for cause any of the Awardee's employees, subcontractors, or agents.
- 6.10 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this Bid as no personal property is being purchased.

7.0 GENERAL CONDITIONS

Included as a part of the RFP documents is a Form entitled SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.57 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.
- 7.58 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

- 7.59 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this RFP shall be deemed as Bidder's consent to the foregoing conditions.

- 7.60 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.0 GENERAL CONDITIONS

- 7.61 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

COST MATRIX

State the hourly cost for all job titles listed below. Proposer does not need to offer all job titles listed below to be considered for award.

	<u>JOB TITLE</u>	<u>SINGLE HOURLY COST</u>
41.	Project Manager I	
42.	Project Manager II	
43.	Project Manager III	
44.	Technical Consultant I	
45.	Technical Consultant II	
46.	Technical Consultant III	
47.	Network Architect	
48.	Network Security Engineer	
49.	Senior Network Engineer	
50.	Network Engineer	
51.	VMWare Specialist	
52.	Storage Area Network (SAN) Systems Admin.	
53.	Identity Management Specialist	
54.	SharePoint	

ADDITIONAL INFORMATION

There may be additional job titles that were not included above. This is for informational purposes only and is not part of the evaluation process. SBBC may use these job titles during the term of the contract at the contracted hourly rate.

<u>JOB TITLE</u>	<u>SINGLE HOURLY COST</u>



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD

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ANN MURRAY
NORA RUPERT

December 18, 2015

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 17-006V – Technical Contract Staffing and Consulting Services**

ROBERT W. RUNCIE
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Technical Contract Staffing and Consulting Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

• **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete **Attachment M**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail charles.high@browardschools.com. Your responses to the Statement of "No Response" are very important to the Procurement & Warehousing Services Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REQUEST FOR PROPOSALS (RFP)

RFP 17-006V

TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES



RFP Release Date: **December 18, 2015**

Written Questions Due: On or Before 5:00 p.m. ET
January 6, 2016
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
January 28, 2016
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

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

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

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REQUEST FOR PROPOSALS (RFP) 17-006V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 18, 2015

TITLE: TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

This Proposal must be submitted to the **Procurement & Warehousing Services Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET January 28, 2016** and plainly marked **RFP 17-006V, Technical Contract Staffing**. Proposals received after 2:00 p.m. EST on date due will not be considered.

Note: Cost of Services should be submitted in a sealed envelope along with, but separate from, the remainder of proposal

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and **15 copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-006V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (**blue ink preferred on original**) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for temporary technical contract staffing requirements to be used on an as-needed basis. Proposer may be a firm or a free agent (individual). Required services may include, but not be limited to, project management, system analysis, system design and computer programming, operations, Wide-Area Network technical assistance and SBBC staff training. Requests for staff assignments may be limited to one day or may be on-going for an extended period of time. For consulting work, Broward County Public Schools (BCPS) will create a scope of work each time they desire to solicit services pursuant to this RFP. The scope of work will be incorporated into a Purchase order which will be issued to the selected Awardee. When a project is completed, SBBC reserves the right, with forty-eight (48) hours notification, to either terminate the temporary contract staff member, herein referred to as "consultant" or issue a request to the Awardee(s) to reassign the consultant to another project. At no time shall the consultant be considered an SBBC employee. SBBC will not provide any employee benefits to Awardee(s) or consultant(s) during the term of the contract.

This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities.

2.2 **Responsibilities:** In addition to all terms, conditions and specifications of this RFP, the attachments listed below specifically outline the Awardee's responsibilities and the areas of experience and expertise that the consultants must possess.

- a) **Attachment F** - Deliverables. Deliverables are considered non-negotiable, mandatory requirements that Awardee(s) will be required to comply to in order to satisfy the terms and conditions of this RFP.
- b) **Attachment G** - Potential Projects. Awardee(s) will be required to provide technical systems and applications support.
- c) **Attachment H** - Hardware and Software Technical Service Areas. Proposer must have the capability to provide staff that has the experience to support one or more of the technical areas listed.
- d) **Attachment I** - Job Responsibilities. This attachment defines the requirements of each job classification.

2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent, Procurement & Warehousing Services Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail charles.high@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET January 6, 2016**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2016 and continuing through June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.5 **Price Adjustments:** Prices offered shall remain firm through the **first three years** of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed the percentage of change in the Producer's Price Index (PPI) for **Management and Technical Consulting Services #5416**, from the date of award, or shall not exceed 3%, whichever is less. The PPI Index will not be seasonally adjusted. In the event that the specified PPI Index, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.org> or by contacting the Bureau directly.
- 2.6 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive Proposals shall be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 – Information to be Included in the Submitted Proposal (maximum 100 allowable points), and in accordance with the evaluation criteria established in Section 5.0 – Evaluation of Proposals for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee. Evaluation points are shown in Section 5.0.

3.0 CALENDAR

December 18, 2015	Release of RFP 17-006V
January 6, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 28, 2016	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
February 18, 2016	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
February 22, 2016	Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

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

With a Copy to: Chief Information Officer Information & Technology
The School Board of Broward County, Florida
7720 W. Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.4.1 **Proposer's Qualifications – (Maximum 30 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 **Experience:** State the number of years Proposer has provided temporary contract staffing to its various clientele.

4.4.1.4 **Expertise:** Proposer is to provide names, titles, corporate office location and areas of expertise, along with resumes of the consultants who will be assigned to SBBC.

4.4.1.5 **References:** Proposer must provide a list of at least three references. Fill out and submit **Attachment K**.

4.4.1.6 **Recruiting Procedures:** Proposer is to state the procedures used to recruit experience and qualified personnel who perform within the technical service areas listed in this RFP. Proposer is to describe each requirement point-by-point listed in **Attachment F, Deliverables**, to insure that the appropriate staff is presented to SBBC Education Technology Services (ETS) Department for interviews, evaluation and determination of acceptance for the assignment required.

4.4.1.7 **Prescreening Process:** Proposer is to state the process that the Proposer has established to prescreen staff, including, but not limited to, reference checking, drug testing, criminal background checking, and communication and technical skills level testing of staff that are presented to SBBC for interview, evaluation and determination of acceptance prior to assignment.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.1 Proposer’s Qualifications (Continued):

4.4.1.8 **Potential Projects:** Proposer is to state how they can provide the technical contract staffing personnel to accomplish the potential projects listed in **Attachment G, Potential Projects**. It is not necessary to respond to all projects listed. Proposer is to respond, in detail, to only the projects that Proposer could successfully accomplish.

4.4.1.9 **Job Responsibilities:** Proposer is to state how they will ensure that contract staffing personnel supplied to SBBC will be able to accomplish the job responsibilities and functions stated in **Attachment I**. It is not a requirement of this RFP for Proposer to provide experience in all job responsibility areas listed.

4.4.1.10 **Technical Services:** Proposer shall outline in detail the technical process(es) utilized to train personnel on new technologies and ensure the training is ongoing to meet the requirements of the RFP. In addition, Proposer is to state how they will guarantee that staff supplied will possess the experience and expertise in one or more of the Technical Services Areas (Hardware/Software) stated in **Attachment H**. It is not a requirement of this RFP for Proposer to have experience in all technical service areas listed.

4.4.1.11 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4.2 **Scope of Services Provided – (Maximum 35 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

Section	Scope of Service	Yes, Can Comply <u>Clearly Describe</u>	Yes, Can Comply But With Stated Deviations <u>Clearly Describe</u>	No, Cannot Comply or Provide
4.4.2.1	Awardee(s) shall provide a timely and effective sourcing strategy that identifies qualified candidates for referral, including those from diverse backgrounds.			
4.4.2.2	Awardee (s) shall provide a timely and effective screening process that ensures all referred candidates fit the knowledge, skills, and experience requirements for the position, possess the personal characteristics required for successful job performance, and, are a salary fit.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply <u>Clearly Describe</u>	Yes, Can Comply But With Stated Deviations <u>Clearly Describe</u>	No, Cannot Comply or Provide
4.4.2.3	Awardee (s) shall conduct a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job. Through these reference checks, verify the candidate possesses the knowledge, skills and experience to meet the requirements of the job and has the personal characteristics required for successful job performance.			
4.4.2.4	Awardee (s) shall debrief with Broward County Public Schools (BCPS) following interviews and identify additional candidates if necessary			
4.4.2.5	Awardee(s) shall verify the selected candidates' educational background, the possession of any required licenses and certifications, if applicable, and, upon request, conduct a background investigation.			
4.4.2.6	Awardee (s) In the event politically sensitive or potentially critical issues arise in the candidate's background, conduct in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.			
4.4.2.7	Awardee(s) specializes in Information Technology staffing services including both temporary staffing and consulting services.			
4.4.2.8	Awardee(s) shall uses proven testing and screening procedures to validate candidates' technical competency			
4.4.2.9	Awardee(s) is/are able to obtain and retain a sufficient pool of candidates to meet county needs			
4.4.2.10	Awardee(s) has/have adequate administrative and supervisory staff to support all aspects of IT staffing services including recruitment, screening and retention of IT candidates, performance checks, coaching and skills enhancement, and customer support.			
4.4.2.11	In accepting a Scope of Work, the Awardee(s) recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Awardee(s) assumes full responsibility for the acts of all subcontractors.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	<u>Yes, Can Comply Clearly Describe</u>	<u>Yes, Can Comply But With Stated Deviations Clearly Describe</u>	No, Cannot Comply or Provide
4.4.2.12	Awardee(s) shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Scope of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. Awardee(s) is/are accountable to BCPS for the actions of its personnel.			
4.4.2.13	Awardee(s) shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this RFP. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Awardee's own expense			
4.4.2.14	Awardee's management responsibilities include, but are not limited to, the following: <ul style="list-style-type: none"> • Ensure Awardee's personnel understands the work to be performed on the State of Work to which they are assigned. • Ensure Awardee's personnel know their management chain and adhere to BCPS's policies and exhibit professional conduct to perform in the best interest of BCPS. • Ensure Awardee's personnel adhere to applicable laws, regulations, and Contract conditions governing Awardee's performance and relationships with BCPS. • Regularly assess personnel performance and provide feedback to improve overall task performance. • Ensure high quality results are achieved through task performance. 			
4.4.2.14	To the extent that any software is developed, modified, or otherwise procured under a Statement of Work, Awardee(s) is/are responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. BCPS may address specific software documentation needs or standards in the appropriate Statement of Work.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.15	<p>All intellectual property rights in all works provided under this Contract which are written or produced on a modified or customized basis, including, without limitation, all future such rights when the said works are created, shall be owned by BCPS and the Awardee shall ensure that it executes all documents necessary to effect such ownership.</p> <p>Where the Awardee provides existing intellectual property right protected material to SBBC under this Contract it shall disclose this to BCPS, warrants it has the right to do so and shall fully indemnify and hold SBBC harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such customized work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.</p>			

4.4.3. **Cost of Services (20 Points maximum):** Proposer must provide on **Attachment J, Cost Matrix**, a single hourly rate for the specified job titles. Proposer's rates are to be individually quoted as specified and must **include all travel and out-of-pocket expenses** (all-inclusive), in accordance with the terms, conditions and specifications of this RFP. It is not required that Proposer submits a rate for each job title on Attachment J. **No additional job titles will be accepted. Multiple hourly rates shall result in disqualification of bid item.**

Distribution of Points: Distribution of points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. Each job title will be considered individually. For example, if **Proposer A** submits a cost for a Specialist II of \$100 per hour and **Proposer B** submits a cost of \$150 per hour and **Proposer C** submits a cost of \$125 per hour, **Proposer A** would receive 100% for that job title because Proposer A submitted the lowest cost. **Proposer B** would receive 67% ($\$100/\150), and **Proposer C** would receive 80% ($\$100/\125). If Proposer A submits, for example the hourly rates for five job titles, then the average of the sum of the five percentages ($100\%+80\%+65\%+75\%+50\%$) would be used to calculate Proposer A's total points would be 15 for the Cost of Services ($370/5$) = 74% x 20 (maximum number of points allowed).

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<u>M/WBE Information:</u> Proposer will be evaluated and points awarded based on the evaluation criterion 4.4.4.1, 4.4.4.2 and 4.4.4.3 depending on the information submitted by the Proposer		Maximum Points
4.4.4.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3 , M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment A3). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment.	10
4.4.4.2	Proposer shall provide staff diversity information by completing and submitting Attachment A2 , Employment Diversity Statistics.	0
4.4.4.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	0
TOTAL POINTS		10
	The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report)(see Attachment A1) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <u>State your willingness to comply with this requirement.</u>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	35
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.

5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, an impasse may be declared by the Committee at any time. The Committee reserves the right to reject the proposal based upon the requirements of the RFP or in its best interest for SBBC. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.4 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. Evaluation of Proposals will be based on an average of Evaluation Committee Member's points. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment E**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, January 28, 2016** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 17-006V – TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and **15 copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-006V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All Proposals shall be submitted in sealed packaging with RFP number and the Proposer's firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **INSURANCE REQUIREMENTS**

MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.0 SPECIAL CONDITIONS

6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(**Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM

- 6.5.1 All Proposers are requested to complete the attached W-9, Attachment C, and submit with their Proposal.

6.0 SPECIAL CONDITIONS

- 6.6 **COPYRIGHT INDEMNIFICATION.** SBBC agrees to notify AWARDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AWARDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AWARDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDEE in the defense of such Infringement Claims.
- 6.7 **PURCHASE ORDERS:** BCPS shall order services by issuing a purchase order. Purchase orders, used in conjunction with a scope of work, shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables.
- In creating purchase orders, BCPS is permitted to negotiate terms and conditions which supplement those contained in this RFP or written Agreement. Such additional terms shall not conflict with the terms and conditions established by this RFP or written Agreement. Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this RFP and written Agreement.
- In accepting a purchase order, the Awardee(s) recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the scope of work and deliverables and agrees to be fully accountable for the performance thereof. All work performed must meet the satisfaction of BCPS. The work shall be complete when BCPS provides their approval of the work performed. In addition, the Awardee(s) assumes full responsibility for the acts of all subcontractors.
- 6.8 **AWARDEE'S RESPONSIBILITIES:** Awardee(s) shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. Awardee(s) is/are accountable to BCPS for the actions of its personnel.
- 6.9 **EMPLOYEES, SUBCONTRACTORS, AND AGENTS.** All Awardee's employees, subcontractors, or agents performing work under this Contract shall be properly trained technicians who meet or exceed any specified job qualifications. Upon request, Awardee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of SBBC and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The SBBC may conduct, and the Awardee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Awardee. SBBC may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with SBBC's security or other requirements. Such approval shall not relieve the Awardee of its obligation to perform all work in compliance with the Contract. SBBC may reject and bar from any facility for cause any of the Awardee's employees, subcontractors, or agents.

7.0 GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.0 GENERAL CONDITIONS

- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY:** All deliveries shall be F.O.B. Destination point. **Shipping points offered other than F.O.B. Destination shall be rejected.** Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.0 GENERAL CONDITIONS

- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.
- 7.18 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.0 GENERAL CONDITIONS

- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**
- 7.24. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26. **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28. **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.0 GENERAL CONDITIONS

- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.**
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

7.0 GENERAL CONDITIONS

7.39 **SBBC PHOTO IDENTIFICATION BADGE (Cont'd):**

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:**

Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:**

RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on _____ at **3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

7.0 GENERAL CONDITIONS

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)
- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
 - For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.0 GENERAL CONDITIONS

- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.55 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.55 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.56 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

7.0 GENERAL CONDITIONS

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.57 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.
- 7.58 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

ATTACHMENT A

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**

Proposer's Company Name: _____

<p>Monthly Utilization Reports to be Submitted to: The School Board of Broward County, Florida Supplier Diversity & Outreach Program 7720 West Oakland Park Boulevard, Suite 323 Sunrise, FL 33351-6704</p>	<p>754-321-0550 Telephone 754-321-0934 FAX</p>
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Monthly M/WBE Utilization Report

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
<p>RFP Number: 17-006V</p> <p>RFP Title: Technical Contract Staffing and Consulting Services</p>					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____ Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR - PER CONTRACT PERIOD OR OTHER

ATTACHMENT B

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida

RFP 17-006V – TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

03/28/13

ATTACHMENT C

W-9 Form

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
 City, state, and ZIP code

Requestor's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 [][][] - [][] - [][][][][]

Employer identification number
 [][] - [][][][][][][][]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(f)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(f)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3670).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.071-4(b)(2)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.071-4(b)(2)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Drug-Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

- 1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use
of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees
for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free
workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may
be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the
statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities
or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the
employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled
substance law of the United States or any state, for a violation occurring in the workplace no later than five days after
such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if
such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____.
Personally Known _____
OR Produced identification _____
(Type of identification)
Notary Public - State of _____
My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

ATTACHMENT E

Sample Agreement

This Agreement will be provided to you completed after the Recommendation for Award has been posted.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY
(hereinafter referred to as “ *[insert a short name here]* ”),
whose principal place of business is
[insert their address here] .

[These “recitals” or “whereas clauses” are where the contract briefly explains the objectives to be served through the contract].

WHEREAS, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]* ; and

WHEREAS, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]* .

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____ and conclude on _____. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

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

- First: This Agreement, then;
- Second: Addendum No. , then;
- Third: RFP Number and Title
- Fourth:: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule (Costs may be stated here or on an Attachment)

2.04 *[Insert a Descriptive Title]*. *Insert text.*

2.05 *[Insert a Descriptive Title]*. *Insert text.*

2.06 *[Insert a Descriptive Title]*. *Insert text.*

2.07 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.07 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and **as specified in Attachment ____**. (See 3.17)

2.08 **M/WBE Participation.** VENDOR is a Certified MBE *(Type)* with SBBC, Certificate #7007-_____. **OR**

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize _____ (M/WBE firm), Certificate #_____ to provide _____ (products/services).

OR

As consideration for being awarded this contract agreement, ***Insert Name*** shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. ***Insert Name*** will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

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

The following provision should be included in Article 2 ONLY IF the contract is with an outside party that will be conducting studies on behalf of The School Board which will require that outside party to be provided personally identifiable student information.

Add to Contract Memo info that administrators must make certain that no student info is shared with other party in violation of FERPA.

2. **Studies Conducted for SBBC:** Under the terms of this Agreement, ***Insert Name*** will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: _____.

_____. SBBC may disclose personally identifiable information from an education record of a student to ***Insert Name*** in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to ***Insert Name*** is described as follows: _____. ***Insert Name*** agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of ***Insert Name*** that have legitimate interests in the information. The study shall commence _____ and conclude _____. ***Insert Name*** agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. ***Insert Name*** acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

[Article 2 of each Agreement will end with the following standard sections that require the insertion of names, addresses or the selection of sections depending upon whether the other party is a governmental agency or some other special entity. When directed to Insert Name, use the short name you identified for the other party on Page 1 of this Agreement].

2. Inspection of Insert Name's Records by SBBC. *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

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

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

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

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

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

With a Copy to: *Insert Job Title of District Representative*
Insert Address of District Representative

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

[Unless this is a contract for the provision by SBBC of educational services at a medical, treatment or correctional facility, you must include one of the following background screening clauses]

[If the other party IS a governmental agency, use this clause]:

2. Background Screening. *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida

Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

*[If the other party **IS NOT** a governmental agency, use this clause]:*

2. Background Screening. *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

[NOTE: Article 3 contains standard district contract terms. Contract administrators should not alter any provision in Article 3 without the prior approval of the School Board Attorney's Office].

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

[You need to include an indemnification clause.]
[If the other party is a governmental agency, use this indemnification clause:]

3.26. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

OR

[If the other party is an individual, partnership or private corporation, use this indemnification clause:]

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

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

B. By *Insert Name*: *Insert Name* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Insert Name*, SBBC or otherwise.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** *Insert Name* agrees to comply with all School Board Policies, local, state and federal laws.

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

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

[Please note that The School Board elects a new Chair each November. When developing contracts in the latter part of each year prior to the election of a new Chair, it is recommended that no name be typed under the Chair's signature line and that only the title "Chair" be listed].

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

[If the other party is a corporation or governmental agency, use this signature page]

FOR [Insert Name Here]

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

[If the other party is an individual person, use this signature page]

FOR [Insert Name Here]:

Witness

Signature

Witness

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
Insert Name Here
who is personally known to me or who produced _____ as
Type of Identification
identification and who did/did not first take an oath this _____ day of _____,
20____.

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

(SEAL)

Notary's Commission No.

ATTACHMENT F

Deliverables

Deliverables are considered non-negotiable, mandatory requirements that Awardee(s) will be required to comply in order to satisfy the terms and conditions of this RFP

DELIVERABLES

Awardee(s) must follow the exact sequence of the Evaluation, Interview and Acceptance Process listed below in order to be in compliance with the RFP.

Evaluation, Interview and Acceptance Process for Staffing Services:

1. Awardee(s) (firms only) shall perform a minimum of two in-depth reference checks with individuals who are or have been in the position to evaluate the potential consultant's performance on the job. Through these reference checks, verify that the potential consultant possesses the knowledge, skills and experience needed to meet the requirements of the job and has the personal characteristics required for successful job performance. The potential consultant can be narrowed down to a few individual(s).
2. Awardee(s) (free agent (individual) only) will be required to meet with SBBC to determine the assignment requirements. Reference checks will be performed as stated above.
3. Awardee(s) (firms only) will perform technical interviews with Awardee's staff to evaluate the level of competency for the required assignment(s).
4. Awardee(s) (free agent (individual) only) will be interviewed by SBBC staff to evaluate the level of competency for the required assignment(s).
5. Prior to a potential consultant's interview with SBBC, Awardee(s) will submit a copy of the necessary certifications and/or licenses, degree(s) and a copy of each potential consultant's resume that verifies qualifications.
6. SBBC will screen resumes and interview potential consultant(s) presented by Awardee(s).
7. SBBC reserves the right to accept or reject the potential consultant(s) for the proposed assignment based upon the result of the screening process.
8. Consultants accepted and assigned to SBBC must adhere to all the terms and conditions of this RFP.

After the consultant has been accepted by SBBC and assigned to a task, SBBC requires a minimum of four weeks prior written notice from Awardee(s) that the consultant is being re-assigned or termination of service. At the time of notification, Awardee must follow the above mentioned evaluation, interview and acceptance process for consultant's replacement.

Work Schedules:

Work schedules may include working extended hours and include weekends and public holidays. Schedule requirements for technical contract staffing will be determined by SBBC in accordance with operational needs. SBBC will not pay weekend or off-shift differentials. SBBC will pay overtime (time and one-half) for any hours in excess of forty (40) hours in a seven-day calendar period. SBBC will pay straight-time for New Year's Eve and Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Eve and Day, if needed.

SBBC will pay Awardee(s) the hourly rate submitted in their proposal with the option to negotiate the price.

SBBC reserves the right to add, delete or make revisions to any hours scheduled. There is no guarantee as to the total hours required are implied on a project.

SBBC reserves the right to immediately release an Awardee's provided consultant with or without cause, upon verbal and/or written notification to Awardee(s), if it is in the best interest of SBBC.

ATTACHMENT G

Potential Projects

Awardee(s) will be required to provide technical systems and application support

POTENTIAL PROJECTS

This is not an all-inclusive list of projects or a delineation of specifications for any particular project. Additional projects and specifications may be designed and included during the term of this contract.

STAFF DEVELOPMENT:

End-User Training Services – Provide technology training in the following areas: computer applications, basic skill development, special instructional and/or management applications or system roll-outs, integration of technology into Pre-K to 12 and Adult curriculum, project based learning strategies integrated technology, web application development and other related areas. Training must be available on Apple and Windows platforms as well as be delivered with SBBC supported web browsers of Internet Explorer, Firefox and Chrome. Consultant must demonstrate knowledge of curriculum content and learning strategies related to the training requested, adult learning styles, staff development and evaluation techniques. Training may be scheduled at school sites, centrally located labs or outsourced locations. Wide use of wireless and mobile technology to deliver training is used.

Information Technology (IT) Training Services – Provide technology training specifically in the areas of programming, web application development, Kentico Web Content Management System (to include at a minimum, content administration, developer training, cascading style sheets, system administration, and site/page development) and currently industry available Microsoft Windows server support and system administration, and other related information technology areas such as computer hardware, operating systems, networking equipment, sever virtualization, single sign-on and provisioning, enterprise security, data warehousing, server farms, Microsoft Office 365 configuration and administration, and SAP technical training (to include at a minimum, ABAP, module configuration, BASIS administration, iForms, Business Intelligence, and Business Objects). Training may be scheduled at school sites, centrally located labs or at outsource locations.

Web-Based (Online) Course Design and Development – Design and develop web-based courses in the following areas: computer applications, advanced skill development, special instructional/management applications or system roll-outs, integration of technology into grades Pre-K to 12 and Adult curriculum and other related areas. Service provider must demonstrate knowledge of BLACKBOARD course development tool or current Broward web-based course development tool and web-based course design and development strategies. Consultant must demonstrate knowledge of content, adult learning styles, learning strategies and assessment techniques. SBBC course design requirements must be met.

Technical Training Material Development – Prepare or update professional training materials for the following training areas: computer applications, basic technology skill development, special instructional and/or management applications or system roll-outs, integration of technology into grades Pre-K to 12 and Adult curriculum and web application development. Document preparation should include knowledge of content, sequence of skill development, related activities and lessons, assessment strategies and follow-up that is job related. SBBC training document preparation procedures are to be incorporated. Electronic versions of all training materials are required.

End User Training Material Development – Prepare or update professional end user training materials for the following training areas: Microsoft Office 365 (to include at a minimum, access and use of Word, Excel, Outlook, PowerPoint, One Drive, SharePoint, Tasks, Contacts and Calendars), Kentico Web Content Management System (to include at a minimum, website administration and content management), website portal usage (to include at a minimum single sign-on and dashboard usage/customization), Service Desk Self Service, and SAP end user interfaces.

Multi-media Curriculum Content Development – Develop video based and multi-media based learning resources for instructional purposes. This includes the production of multi-media, video tutorials and products using tools available to SBBC.

POTENTIAL PROJECTS

BEHAVIOR & ACADEMIC SUPPORT INFORMATION SYSTEM (BASIS): An easy-to-use web-based tool that enables school and District staff to access, sort, filter and group student data stored in our Data Warehouse to make key instructional and operational decisions that support student achievement.

CLOUD SERVICES: Improve enterprise system scalability, disaster recovery and system management by utilizing procured "cloud" services to host district applications.

Provide consulting and implementation services to deploy and implement current BrowardSchools.com, as well as school website utilizing the Kentico Web Content Management System in a "cloud" environment.

Provide consulting and implementation services to deploy and implement an employee/student portal system in a "cloud" environment.

WAN/ICI IMPROVEMENTS: Improvement of the District's communications infrastructure that connects all campus and site-level networks together into a single Wide-Area Network (WAN). This project will be to deliver network-based services such as security, security audits. The goal is to take existing voice, video and data networks and merge them into an integrated delivery system.

CITRIX: Design, implementation, configuration and support for the following Citrix products: XenApp, XenServer, XenDesktop, Access Gateway, and Netscaler.

LANDESK: Improvement of centralized patch management and software distribution system. This project puts a LANDesk agent on every device, remediates to specified security levels and maintains compliance. Also provides means for software distribution and centralized definitive software library.

PROJECT MANAGEMENT: Provide project management and/or business assistance to ensure assigned projects are delivered on time, within scope and within budget. Deliver assistance in the definition of project scope, requirements, and objectives, involving all relevant stakeholders and ensuring technical feasibility through the following tasks/services:

- Develop a detailed project plan to monitor and track progress
- Manage changes to the project scope, project schedule and project costs
- Measure project performance using appropriate tools and techniques
- Monitor and assist in the resolution of identified project issues; report and escalate to management as needed
- Successfully manage the relationship with the client and all stakeholders
- Perform risk management to minimize project risks
- Establish and maintain relationships with third parties/vendors

SQL ADMINISTRATIONS & SQL REPORTING: Develop and deploy a scalable and a secure reporting solution for an enterprise environment by using Microsoft SQL Server Reporting Services.

SERVER FARM DEPLOYMENT AND CONFIGURATION: Deploy and configure a scalable and secure web-based server farm for enterprise application deployment.

POTENTIAL PROJECTS

SAP ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM: Technical support to include systems configuration upgrades, enhancement packs, support stacks, and/or applications development for the following SAP modules: Organization Management, Personnel Administration, Benefits, Position Budgeting and Control, Personnel Development, Payroll, Time Management, Training and Events, E-Recruitment, Employee Self-Service, Manager Self Service, Financial Accounting, Controlling, Funds Management, Budget Control System, Materials Management, Bank Accounting, Special Purpose Ledger, Material Requirement Planning, Capital Project Accounting, Plant Maintenance, Warehouse Management, Grants Management, Treasury Management, Corporate Finance Management, Accounts Receivable, Accounts Payable, Strategic Enterprise Management, Business Planning and Simulation, CRM and Learning Solutions. Support for these modules will also include the need for skill sets in the areas of portal administration, business warehouse administration and reporting, security administration and workflow. Provide assistance and delivery around support packs/enhancements and technical upgrade implementation, SAP technical support for year-end closing and processing of W-2s, SAP BASIS and security, SAP automated controls assessment. Support of SAP control monitoring tool selection and implementation including segregation of duties (SOD), SAP system access and SOD analysis.

Standardize portal environments (quality assurance, development, and training) so that BI reporting originates from BI portal instead of EP portal.

Provide SAP HANA certified consultant services to convert all environments (sandbox, quality assurance, development, production and training) of SAP Portal, ECC, and BI systems currently utilizing a combination of Microsoft SQL Server and IBM Z/OS DB2 to SAP HANA.

Provide consulting services to implement SAP SRM.

Provide consulting services to implement SAP mobile solutions.

Provide consulting services to deploy and implement SAP systems in a "cloud" environment.

Implement project management and monitoring solutions with SAP's solution manager.

DEVELOPMENT OF SHAREPOINT SITES & SERVICES, AND TRAINING END-USER DEPARTMENTS IN THEIR USE

OTHER PROJECTS

SBBC also has the need for technical resources to assist in initiating, completing and expanding projects, such as those noted below. This is not to be an all-inclusive list of projects, or a delineation of specifications for any particular project, but is an example of projects for which SBBC may have an interest for utilizing technical consulting resources in the future.

DOCUMENT MANAGEMENT SYSTEM STRATEGIC PLANNING: SBBC may be interested in designing and implementing a District-wide document management system that covers creating, printing, copying, storing, distributing, retrieving, archiving and viewing documents. Such a system would cover all agendas, reports, minutes and reference documents (including construction documents) and thereby generate cost-savings to SBBC.

INCIDENT/PROBLEM MANAGEMENT (REMEDY): Integrate additional functionality and software tools for problem, incident and change management and production support.

OTHER PROJECTS

KRONOS: This is a time collection and management tool that SBBC utilizes to capture time worked for substitute teachers and some hourly employees at our school and maintenance sites. Biometric readers are used to validate the identity of the employee and capture start and end times at various SBBC locations and interface to the SAP payroll system. In addition, with regards to substitute employees, Kronos automates their assignment to each location – relieving schools and Sub Central of the work required to assign new subs for the first time to each site. Expansion and enhancement of the current system may be required to realize the full potential and cost savings of the system.

SCHOOL/TEACHER WEBSITE TEMPLATES: SBBC has been designing and implementing school website templates utilizing the Kentico Web Content Management System. The templates utilize navigation for each school and accommodate content updating.

Microsoft Office 365 & SharePoint (Cloud Platform) Deployment. The BCPS Cloud Platform Deployment consists of three main elements combined with identity and infrastructure management. The three main elements of the deployment are Azure, Office 365, and SharePoint (Online) Provisioning. BCPS is currently working on an automated Provisioning solution that includes User creation and permissions setting, enabling of default services for users based on groups, and provisioning of other Office 365 & SharePoint (Online) services. In addition, a solution for the provisioning of school sites and class sites is being considered.

GOVERNANCE AND CHANGE MANAGEMENT: Integrate additional functionality and software tools for IT Governance Change Management design and implementation.

PAYROLL TAX ANALYSIS: Analyze and reconcile tax reports from SAP to ensure proper amounts are being remitted to Bencor/IRS and the SAP system provides meaningful and accurate information to management.

The following are examples of the types of technical services that SBBC may need in order to assist in implementing projects such as the ones noted above.

- Business and data requirements gathering (i.e., business case analysis, current state/future state analysis, impact analysis)
- Develop specifications and system requirements for technical projects
- Data management strategy development
- Application and vendor analysis and selection
- System configuration and programming
- Program change management assistance
- Testing and training assistance
- Project Management Office (PMO) services
- Project Risk Management (PRM) assistance
- Business process design and integration
- Controls design and assessment (i.e., interface and access controls)
- Knowledge transfer plan to include documentation of configuration/system changes

ATTACHMENT H

Hardware and Software, Technical Service Areas

Proposer(s) must have the capability to provide staff that has the experience to support one or more of the technical areas listed.

HARDWARE, SOFTWARE AND TECHNICAL SERVICE AREAS**IBM Mainframe Technology Services:**

(Analysis, design, programming and operations)

- VSE/ESA, Z/05 environment
- COBAL/CICS/VSAM/VTAM
- DB2

IBM AS/400 Technology Services:

(Analysis, design, programming and operations)

- OS/400 environment
- COBAL
- Control Language (CL)
- QUERY/400
- DB2/400

PC/LAN Technology Services:

(Analysis, design, programming and technical training)

- MACINTOSH, PC/WINDOWS environments
- FILEMAKER PRO, ACCESS, SQL, MySQL
- APPLESHARE, Windows 2000/2003/2008, Active Directory, Open Directory and LDAP
- System Management Server (SMS), LANDesk

Client/Server Technology Services:

(Analysis, design, programming and technical training)

- ORACLE, INFORMIX, DB2
- POWERBUILDER, VISUAL BASIC, C, C++
- MICROSOFT ACCESS, FILEMAKER PRO
- UNIX, AIX, WINDOWS XP/2000/NT/98, Apple OS X
- First Class (Email Platform)
- Hyperion Performance Suite
- ESSBASE
- SAP Configuration (all modules)
- Basis Administration
- SAP Security Administration
- SAP Workflow
- SAP Employee Self Service
- SAP Business Warehouse
- SAP Solution Manager
- SAP Process Integration (PI)
- SAP Enterprise Portal (EP)
- SAP Adobe Interactive Forms
- SAP TREX
- iXOS Administration
- TOPCALL
- ABAP/4
- Lotus Notes Domino
- SQL
- SQL Reporting
- Java Programming

HARDWARE, SOFTWARE AND TECHNICAL SERVICE AREAS**Client/Server Technology Services (Continued):**

- C Programming
- C++ Programming
- C# Programming
- Objective-C Programming
- PHP Programming
- Python Programming
- Ruby Programming
- JavaScript Programming
- SQL Programming
- D Programming
- Bootstrap Programming
- HTML Programming
- CSS Programming
- .Net Framework
- Websphere
- Portal Creation
- Tivoli Access Manager
- Tivoli Identity Manager
- LANDesk
- TSM
- Microsoft Great Plains
- Citrix
- Kronos
- PMO (Microsoft Enterprise Project Management)
- Microsoft Balance Score Card

Wide Area Network Technology Services:

(System architecture/design, network administration and technical training)

- TCP/IP/IPX
- SNA/SDLC, APPN
- INTERNET connectivity
- Network management
- Intrusion Protection
- Bridge, router, hub technologies, switches
- Firewalls
- Domain Name Services (DNS)
- Proxy/Caching/Content Engines
- Video Conferencing
- DHC/IP management

IBM Mainframe Packaged Software Services:

(Analysis, design and programming)

- SAP's Human Resource Management Systems (Version 4.6B)
- SAP's MySAP Business Suite

HARDWARE, SOFTWARE AND TECHNICAL SERVICE AREAS**Software Services:**

(Analysis, design and programming)

- Classroom Management Systems (Pinnacle)
- Kronos
- Microsoft Enterprise Project Management
- Microsoft Balance Score Card
- Remedy/Kinetic
- Kentico Web Content Management

WEB Technologies:

(Analysis, design and programming)

- Development Languages
- Internet Information Server (IIS)
- Web Objects
- Apache Web Server
- XML
- HT ML
- DH TML
- Active X
- Java Script
- Dreamweaver
- Flash
- .Net Framework

IT Security:

- IPS/Intrusion Detection
- Vulnerability Assessment
- Log Monitoring
- Data Loss Prevention Monitoring and Auditing
- Security Awareness Training

ATTACHMENT I

Job Responsibilities

This Attachment defines the requirements of each job classification.

JOB RESPONSIBILITIES

1. Programmer/Analyst (Entry Level)	Less than two (2) years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops. Maintain documentation in compliance with ETS standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
2. Programmer/Analyst I	Minimum of two (2) years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops. Maintain documentation in compliance with ETS standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
3. Programmer/Analyst II	Minimum of four (4) years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions. Maintain documentation in compliance with ETS standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
4. Programmer/Analyst III	Minimum of eight (8) years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions. Maintain documentation in compliance with ETS standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
5. Specialist II	Minimum of four (4) years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst II Job Classification/Title as listed above. Examples of Specialists include, but are not limited to: a) Certified Instructor (e.g., Sybase, PowerBuilder, Novel) b) Certified Network Engineer (CNE) c) Certified Systems Administrator d) Data Administrator e) IBM WebSphere f) Microsoft Certified Systems Engineer (MCSE) g) Microsoft Solutions Developer (MSD) h) Network Administrator i) PC Computer Designer j) Systems Administrator k) Web Master

JOB RESPONSIBILITIES

6. Specialist III	<p>Minimum of eight (8) years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst III Job Classification/Title as listed above. Examples of Specialists include, but are not limited to:</p> <ul style="list-style-type: none"> a) Certified Instructor (e.g., Sybase, PowerBuilder, Novel) b) Certified Network Engineer (CNE) c) Certified Systems Administrator d) Data Administrator e) IBM WebSphere f) Microsoft Certified Systems Engineer (MCSE) g) Microsoft Solutions Developer (MSD) h) Network Administrator i) PC Computer Designer j) Systems Administrator k) Web Master
7. DB/2 Database Administrator	<p>Minimum of five (5) years experience in database design and development including generating new databases from physical design specifications. The ability to identify improvements to existing databases by determining user's information, system performance and functional requirements. Experience in database administrator tasks including database performance, tuning, migration and performing or checking database sizing results. Maintain data dictionaries, coordinate and implement changes to the database. Develop and coordinate database backup and recovery procedures.</p>
8. Business Warehouse Administrator	<p>Minimum of seven (7) years experience. Must be able to work with the SAP Business Warehouse (BW) tools and initiate the extraction, transformation and loading of data. Must be able to customize the system and develop new objects and reports based on the needs of SBBC. Experience in providing authorizations necessary for retrieving, executing and saving reports and the use of hierarchies and workbooks.</p>
9. SQL Database Administrator	<p>Minimum of five (5) years experience as a database administrator. Administrator will be responsible for providing day-to-day support and maintenance for key MS SQL 2000 databases and services of enterprise application platform. Strong experience supporting mission critical relational databases. Considerable experience and knowledge of MS SQL 2000 & 2005 and "best practices". Exceptional troubleshooting and analytical problem-solving skills. Good understanding of Transact-SQ (T-SQL), SQL, SQL Profiler, Log Shipping and Replication. Experience with Microsoft Clustering technologies a plus. Transact-SQL (T-SQL) and stored procedure coding skills a plus. The ability turn prototype reports created by the user into working reports in SQL Reporting Services.</p>

JOB RESPONSIBILITIES

10. UNIX/AIX Systems Administrator	Minimum of five (5) years experience as an UNIX/AIX Systems Administrator. In-depth knowledge of AIX 5.3 operating systems; working experience with NIM installation process; working experience with AIX patch updates from IBM; experience with AIX 5.3 dynamic LPARing and virtualization. Experience with HMC and VI/O technologies. Understanding of disk storage management concepts (volume groups, logical volumes and file systems). Experience creating RPM packages. Strong communications and project management skills. Must be a self-starter, capable of working independently and within a team with minimum supervision. General knowledge of infrastructure technologies (Servers x86, Storage and Network). TIM/TAM, LDAP, TSM, WebSphere, DB2 knowledge preferred. Ability to work with the software vendors to resolve integration issues. Provide 3 rd level support AIX OS loads, including research and tracking of support issues.
11. Senior .NET Developer	Minimum of four (4) years experience. This is defined by SBBC as a person skilled and experienced as an ASP.NET/VB.NET developer with a strong background in building scalable, predictable, high-quality and high-performance web applications on the Microsoft technology stack. The Senior Developer will be responsible for building and maintaining internal and external facing web applications and will work with a team of experienced analysts, developers and business resources to build highly-performing enterprise systems that improve outcomes and increase staff productivity and district performance. The Senior Developer will build new systems with .NET 4.0 / ASP.NET / VB.NET / SQL Server 2008 / WCF Web Services / WCF Data Services; develop new functionality on existing software products; lead/mentor developers and share knowledge through knowledge-sharing presentations; participate in small, experienced, energetic teams on rapid, agile development schedules.
12. Linux System Administrator	Minimum four (4) years experience. This is defined by SBBC as a person skilled and experienced as a Linux System administration and engineering experience DNS fundamentals, BIND Network fundamentals, including diagnostics with Unix tools RedHat Linux ES 3, 4, and 5. Working knowledge of complex web hosting configuration components, including firewalls, load balancers, web and database servers. Well versed in Apache web server, PHP, MySQL, VMWare – ability to deploy, support, and diagnose real issues for a production environment. Experience with JBoss a plus NIS, NFS, BIND, Sendmail SNMP, TFTP, Iptables, Quagga, Syslog, Snort, Splunk Proficiency with fiber channel switchers and SANs. Familiarity with CISCO, CatOS and IOS.
13. PHP Web Developer	Minimum of four (4) years experience. This is defined by SBBC as a person skilled and experienced as an individual that can start and complete projects on a scheduled basis, inclined to maintain highest standard of quality, self-disciplined enough to adhere to PHP coding conventions and standards, and work with other team members located across geographies and time zones. Proficient in PHP, JavaScript HTML and MySQL; Hands-on any PHP based framework/CMS like CakePHP or Joomla; Have Object Oriented Programming Skills (PHP5); Must write efficient code with documentation; Can read code written by others; Has experience in debugging code.

JOB RESPONSIBILITIES

14. Systems Analyst I	<p>Minimum of two (2) years experience in generating system documentation (system flow charts, instructional manuals, logic diagrams, etc.); coordinate the activities (maintenance and development) within an application area, (e.g., Finance), analyze and document user requirements; perform feasibility studies; design new systems and develop program specifications to accomplish the design; prepare implementation plan for all new systems and coordinate the implementation effort; design and implement enhancements to existing systems; communicate with operational staff in analyzing user problems; assist in hardware/software evaluation.</p> <p>Apply system development methodology techniques to all new applications; assign work to Programmer/Analysts and Programmers; instruct Programmer/Analysts and Programmers in data processing techniques; review and approve the work of Programmer/Analysts and Programmers; participate, successfully, in the training programs offered to increase the individual's skill and proficiency related to the assignments; review current developments, literature and technical sources related to job responsibility.</p>
15. System Analyst II	Minimum of four (4) years experience as a System Analyst. See description of responsibilities for System Analyst I.
16. System Analyst III	Minimum of eight (8) years experience as a System Analyst. See description of responsibilities for System Analyst I.
17. Network Analyst III	<p>Minimum of five (5) years experience. Troubleshoot and resolve both digital and analog transmission lines; have a good understanding of Bell Operating companies' practices; have a knowledge of different communication protocol; coordinate software problems with Technical Support Services as it relates to data lines; interface with user community in resolving hardware and software discrepancies; both LAN and remote networks; interface with vendors in a multi-vendor environment ensuring growth options; evaluate and test new communications hardware and software (i.e., PC's to micro/mainframe); perform site surveys for new computer installation; have the ability to operate environment and office machines as required to perform tasks and to make minor repairs and adjustments to same; diagnose hardware failure for reporting to vendors; compile and maintain forms, summaries, reports and records as necessary to insure accurate, up-to-date accountability; have the ability to meet and deal effectively with staff members, administrators and other contact persons; keep up-to-date inventory of all remote computer equipment consisting of location and configuration; monitor network reliability and response time; coordinate the distribution of supplies and training materials to remote sites; maintain network layouts and administrative records; act as primary ETS interface for all user questions concerning remote equipment; travel frequently to remote sites to consult with users and ensure the equipment is being properly used; participate in training programs offered to increase the individual's skill and proficiency related to the assignments.</p>

JOB RESPONSIBILITIES

18. Network Analyst IV	Minimum of seven (7) years experience. Coordinate the site planning and installation of all remote computer equipment; keep an up-to-date inventory of all remote computer equipment consisting of location and configuration; interface with vendors concerning equipment installation; maintenance and problems; assist remote users in identifying, isolating and solving equipment problems; monitor network reliability and response time and inform the Director, Operation and Maintenance Services, Technical Support Services and Director, Customer Support Services any potential problem areas, coordinate the distribution of supplies and training manuals to remote sites; maintain network layouts and administrative records; act as primary ETS interface for all user questions concerning remote equipment; perform the administrative bookkeeping functions for all remote equipment; work with Accounting Department and users to ensure that equipment billed to ETS is charged back to users of federal funding agencies, if appropriate; expedite orders for new equipment; travel frequently to remote sites to consult with users and ensure that equipment is being properly used; perform and promote all activities in compliance with equal employment and nondiscrimination policies of SBBC; participate in training programs offered to increase individual's skill and proficiency related to the assignments.
19. Budget Analyst IV	Minimum of five (5) years experience. Assist in the projection, planning and preparation of budgeting concepts for the annual district budget; study federal laws, state statutes, administrative rules, labor contracts, Board policies, Governmental Accounting, Auditing, and Financial Reporting (GAAFR), and accreditation standards of SACS for all cost centers; review and consolidate annual budget submissions for Board presentations; prepare budget amendments for cost centers including summaries for Board agenda items; maintain analysis on estimated revenue, appropriations and fund balances for the general fund, debt service and special revenue funds; assist in the generation of FTE reports in conjunction with the Florida Education Finance Program (FEFP); analyze cost center revenue and expenditure accounts as required; prepare computer input entries and maintain budget status reports; compute and evaluate impact of the salary differential on individual cost centers and overall fund balances; determine the disbursement of state categorical funding to individual cost centers; participate in conducting in-service workshops on budgeting processes; monitor actual expenditures vs. budget allocations in order to help prevent deficit balances; develop new budgetary reporting systems.
20. Tele-Communications Analyst IV	Minimum of five (5) years experience. Establish uniform telephone wiring and cable policies and procedures; maintain telecommunications equipment and facilities inventories; perform telephone moves and changes using software tools where possible and provide oversight of physical moves and changes; diagnose and resolve telecommunications equipment problems; negotiate third party vendor contracts to provide telecommunications services as may be required to operate and maintain the telecommunications systems supporting SBBC; manage third party vendor contracts as they pertain to the telecommunications system supporting SBBC system; provide economic analysis of telecommunications facilities and services within the sphere of the job to ensure the most cost effective telecommunications solutions are utilized; provide specialized advise to the Director, Technical Support Services on technical matters affecting the telecommunications environment of SBBC; review of new construction to ensure the proper provisioning of communication wiring and cable facilities to support voice and data requirements; and perform other duties as assigned.

JOB RESPONSIBILITIES

21. Technician I	Minimum of two (2) years experience in the field of technology support and troubleshooting of end-user desktop, laptop or server issues. (Entry Level)
22. Technician II	Minimum of four (4) years experience in the field of technology support and troubleshooting of end-user desktop, laptop or server issues.
23. Digital Media Developer	Design and develop digital media to be used for promotional, marketing or instructional purposes, including video production, video tutorials, podcasts, vodcasts and presentations. Demonstrate advanced to expert knowledge and experience with a video editor (Final Cut Pro, Avid, or Adobe Premiere), image editor (adobe Photoshop or Adobe Illustrator), and presentation software (Powerpoint, Flash, Keynote) in addition to current and emerging technologies. Knowledge of the video production development process as well as layout and design principals and good writing skills are required.
24. Interactive Web-Based Training Developer	Design and develop interactive instruction to be delivered via the internet or SBBC's intranet. Demonstrate advanced knowledge of SBBC's online course development platform, web editing software, image-editing software and current or emerging related technologies. Knowledge of instructional design, specifically as it applies to web-based delivery in addition to design principals and good writing and communication skills are required.
25. Interactive Web-Based Trainer	Deliver interactive instruction via the internet or SBBC's intranet. Demonstrate knowledge of SBBC's online course development platform and current or emerging related technologies and trends including, but not limited to, video conferencing, webcasting and podcasting. Experience in training adult learners, good writing and communication skills, advanced internet skills and the ability to work independently is required.
26. Online Course Developer	Develop online courses specific to the needs of SBBC, including, but not limited to, needs assessments, activities geared to adult learning styles, online learning strategies to promote interaction, participation and collaboration, curriculum development, instructional materials and activities, reinforcement and feedback and evaluation. The Online Course Developer will design courses for delivery to SBBC personnel and other stakeholders. Knowledge of the current SBBC standard online course management system(s) is required. Review of literature and technical sources of information on current and future trends in online course development is required.
27. Training Program Developer	This is defined by SBBC as a person skilled and experienced in technology training program design principals, including, but not limited to, needs assessments, adult learning styles, curriculum development, instructional materials and activities, reinforcement and feedback, and evaluation (process and impact). The Training Program Developer will design technology-training programs for delivery to SBBC personnel. Training programs developed would be used in both hands-on instructional and online environments. All training materials must be delivered in electronic format.
28. Training Program Deliverer	This is defined by SBBC as a person skilled and experienced in delivering technology training (operations, applications and instructional integration) to adults. Deliverers should demonstrate knowledge to content, adult learning styles, learning strategies and feedback/reinforcement techniques. The Training Program Deliverer will conduct technology related training for SBBC personnel. Technology related training may be scheduled at school sites, centrally located technology labs, using wireless mobile technologies or at out-sourced locations.

JOB RESPONSIBILITIES

<p>29. Training Program Evaluator</p>	<p>This is defined by SBBC as a person skilled and experienced in the evaluation of technology training, including, but not limited to, evaluation of content, trainers, participants reactions (process evaluation) location or environment, cost- effectiveness, and impact on work performance. The Training Program Evaluator will conduct evaluations (level 1-4) of SBBC technology related training, ranging from SBBC district-wide program evaluations to individual training sessions.</p>
<p>30. Computer Operator (Operations Center)</p>	<p>Run programs that will monitor and test all data center and equipment and associated applications; employ problem determination techniques to address problem situations; respond to system messages and taking appropriate action as necessary; report and document any processing anomalies; review the central online system/CPU error logs to identify potential problems and taking corrective action as needed; extract information from the online and manual logs to produce statistical reports; perform user ID administration and user security; schedule system maintenance and installs of both hardware and software and system resets and shutdowns; resolve user system connectivity and user ID related problems; performs backups and restores associated with normal daily backups; ensure adherence to good safety procedures; perform other duties as assigned by Director.</p>
<p>31. Web Applications Developer</p>	<p>Design and develop new applications or enhance existing applications. Formulate solutions for problems using web development tools and procedures. Advanced to expert level of knowledge and experience with at least three of the following: C++, Java Programming, JavaScript, JSP, SQL, ASP, PHP, Perl, CGI, ColdFusion, ActiveX, Notes Domino, Pro Gen Web Smart, HTML, DHTML, and/or XML, XHTML, Document Type Definitions (DTDs), CSS, Application and session objects, Cookies, JavaScript, DHTML and DOM. Ability to design and code functions for reusability. Knowledge of the web design process, design principles, accessibility guidelines, and browser/platform compatibility issues to current and emerging related technologies and trend is required.</p>
<p>32. Web Designer</p>	<p>Plan, design, author, test, publish and update website. Working knowledge of HTML, JavaScript, SQL, PHP or ASP, CSS, Dreamweaver, Flash and Photoshop is strongly recommended. Knowledge of the web design process, design principles and accessibility guidelines in addition to current and emerging related technologies and trends.</p>
<p>33. SAP Configurator</p>	<p>Ability to configure SAP modules in the areas required by SBBC's specific data requirements and business processes. Requires a broad understanding of all modules related to the task given and their interdependency upon one another. Must be able to utilize SAP's underlying development structure (use of rules, user exists, customer objects, etc.) in customizing (not modifying) the system where necessary. Must be able to document for SBBC all changes and enhancements made to the system.</p>
<p>34. SAP BASIS Administrator</p>	<p>Ability to maintain SAP in a Windows NT application server environment, S/390 database server environment. Must be able to perform client copies, apply LCPs and hot packs, schedule and coordinate backups, communicate with SAP to resolve system level problems, performance tuning, load balancing, perform software upgrades, transports, setup and maintain print queues and CCMS to perform daily maintenance functions.</p>

JOB RESPONSIBILITIES

35. SAP Security Administrator	Must understand and be conversant with SAP profile generator and structural authorizations. Must be able to maintain activity groups using profile generator and transport activity groups. Be able to troubleshoot and diagnose security problems. Maintain and update help desk and end user documentation related to security procedures. Apply changes to the security structure required by system upgrades, LCPs and hot packs.
36. SAP Workflow Coordinator	Must be able to build and maintain SAP workflows that mirror SBBC's business processes. Must be able to diagnose and correct workflow problems. Be able to create and maintain documentation related to building and maintaining workflows. Must be able to interface with SAP to resolve problems that cannot be resolved locally.
37. SAP Employee Self-Service Administrator	Must be able to build and maintain SAP Employee Self-Service (ESS) that mirrors SBBC's business processes. Must be able to diagnose and correct ESS problems. Must be able to interface with SAP to resolve problems that cannot be resolved locally. Must be able to maintain ESS software during upgrades and applications of hot packs and LCPs. Must be conversant in ABAP/4 and able to write and maintain underlying ABAP/4 code.
38. SAP Project Manager	Minimum eight (8) years experience in overseeing medium to large scaled ERP projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes and financial, administrative and technical issues and concerns raised by consultant staff or issuing entity. SAP Project Manager must have experience in SAP implementation and have their PMP certification.
39. iXOS Administration Coordinator	Must be able to build and create logical and physical archives. Maintain backups of the archiving data and operating systems. Must be familiar with the systems and procedures required to image current and archived documents. Maintain documentation related to archiving documents. Be able to coordinate and upgrade hardware and software for upgrades and error corrections.
40. Project Manager (Entry Level)	Less than two (2) years experience in overseeing small-scaled, non-complex projects, comprised of a small number of deliverables and/or small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or issuing entity.
41. Project Manager I	Minimum of two (2) years experience in overseeing small-scaled, non-complex projects, comprised of a small number of deliverables and/or small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 10; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes and issues and concerns raised by consultant staff or issuing entity.
42. Project Manager II	Minimum of four (4) years experience in overseeing medium-scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 10; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes and financial, administrative and technical issues and concerns by consultant staff or issuing entity. Ability to lead projects under the direction of the Director; work with users to coordinate and prioritize projects (maintenance and development).

JOB RESPONSIBILITIES

43. Project Manager III	Minimum of eight (8) years experience in overseeing medium-to large-scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes and financial, administrative and technical issues and concerns by consultant staff or issuing entity. Ability to lead projects under the direction of the Director; work with users to coordinate and prioritize projects (maintenance and development).
44. Technical Consultant I	Minimum two (2) years experience with a specified software application or area of technical expertise that can include, but is not limited to, the following activities: <ul style="list-style-type: none"> • System configuration (for specified software applications) • Business and data requirements gathering/analysis • Development of project plans and system specifications • Vendor analysis and software selection • Development of program change management structure • Operational change management implementation • Functional application testing • System testing and training • Risk management analysis • Business process and control design and integration
45. Technical Consultant II	Minimum four (4) years experience with a specified software application or area of technical expertise that can include, but is not limited to, the following activities: <ul style="list-style-type: none"> • System configuration (for specified software applications) • Business and data requirements gathering/analysis • Development of project plans and system specifications • Vendor analysis and software selection • Development of program change management structure • Operational change management implementation • Functional application testing • System testing and training • Risk management analysis • Business process and control design and integration • Project management assistance
46. Technical Consultant III	Minimum eight (8) years experience with a specified software application or area of technical expertise that can include, but is not limited to, the following activities: <ul style="list-style-type: none"> • System configuration (for specified software applications) • Business and data requirements gathering/analysis • Development of project plans and system specifications • Vendor analysis and software selection • Development of program change management structure • Operational change management implementation • Functional application testing • System testing and training • Risk management analysis • Business process and control design and integration • Project management assistance

JOB RESPONSIBILITIES

47. Network Architect	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Maintain and improve technical infrastructure based on requirements of research and development personnel. • Perform network systems design in web centric data center. • Evaluate new technologies and analyze and explain cost. • Act as a primary contact for troubleshooting problems and developing innovative solutions.
48. Network Security Engineer	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Monitor and log security concerns and incidents, and generate reports and track performance. • Maintain physical and code environment to protect servers, switches, and entire information technology (IT) system while balancing overall load. • Maintain firewall, virtual private network, web and email security programs, protocols, and security.
49. Senior Network Engineer	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Providing tier 4 support and network disaster recovery expertise • Test and document system behavior, performance, and security • Plan, design, and troubleshoot local and wide area network infrastructure, including routers, firewalls, switches, gateways, DNS servers, DHCP servers, clustering solutions, and related hardware, software, and services
50. Network Engineer	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Providing tier 4 support and network disaster recovery expertise • Test and document system behavior, performance, and security • Plan, design, and troubleshoot local and wide area network infrastructure, including routers, firewalls, switches, gateways, DNS servers, DHCP servers, clustering solutions, and related hardware, software, and services
51. VMWare Specialist	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Hands-on working experience with vSphere systems administration and support including VMotion, HA, DRS, VCenter, storage migrations, Virtual Storage Console / SnapProtect from Netapp and P2V migrations. Hands-on working experience with vSphere Thin Provisioning, Resource Pools, Host Profiles, and Netapp plug-ins • Hands-on working experience with vSphere problem determination, capacity planning, performance monitoring, resource monitoring and root cause analysis. • Good understanding of related storage technologies. SAN/NAS using NFS and ISCSI, Setup, Install/Configure ESX servers and VCenter, Setup /configure Dell M1000E blade servers and Dell CMC/iDRAC experience.
52. Storage Area Network	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Document processes, procedures, upgrades and problems • Upgrade software, monitor performance and evaluate trends and needs • Manage, transform and provide user access to large datasets • Install, configure, support and maintain storage areas networks and associated technology • Administer networks, servers and associated schedules

JOB RESPONSIBILITIES

53. Identity Management Specialist	Proven and demonstrate advanced expertise in the following areas: <ul style="list-style-type: none">• Strong foundation in Directory Services (Active Directory, LDAP, etc.)• Operational experience in Single Sign On technologies (ADFS, SAML, Connectors, etc.)• Operational experience in automated provisioning and deprovisioning solutions• Operational experience in scripting (PowerShell, etc.)
54. SharePoint	Proven and demonstrate advanced expertise in the following areas: <p>Experience in implementing SharePoint solutions including:</p> <ul style="list-style-type: none">• Site collection administration• Solutions architecture• SharePoint development• SharePoint project management• Strong focus on SharePoint Online

ATTACHMENT J

COST MATRIX

COST MATRIX

State the hourly cost for all job titles listed below. Proposer does not need to offer all job titles listed below to be considered for award.

	JOB TITLE	SINGLE HOURLY COST
1.	Programmer/Analyst (Entry Level)	
2.	Programmer/Analyst I	
3.	Programmer/Analyst II	
4.	Programmer/Analyst III	
5.	Specialist II	
6.	Specialist III	
7.	DB/2 Database Administrator	
8.	Business Warehouse Administrator	
9.	SQL Database Administrator	
10.	UNIX/AIX Systems Administrator	
11.	Senior .Net Developer	
12.	Linux System Administrator	
13.	PHP Web Developer	
14.	Systems Analyst I	
15.	Systems Analyst II	
16.	Systems Analyst III	
17.	Network Analyst III	
18.	Network Analyst IV	
19.	Budget Analyst IV	
20.	Tele-Communications Analyst IV	
21.	Technician I	
22.	Technician II	
23.	Digital Media Developer	
24.	Interactive Web-Based Training Developer	
25.	Interactive Web-Based Trainer	
26.	Online Course Developer	
27.	Training Program Developer	
28.	Training Program Deliverer	
29.	Training Program Evaluator	
30.	Computer Operator (Operations Center)	
31.	Web Applications Developer	
32.	Web Designer	
33.	SAP Configurator	
34.	SAP BASIS Administrator	
35.	SAP Security Administrator	
36.	SAP Workflow Coordinator	
37.	SAP Employee Self-Service Administrator	
38.	SAP Project Manager	
39.	iXOS Administration Coordinator	
40.	Project Manager (Entry Level)	

COST MATRIX

State the hourly cost for all job titles listed below. Proposer does not need to offer all job titles listed below to be considered for award.

	<u>JOB TITLE</u>	<u>SINGLE HOURLY COST</u>
41.	Project Manager I	
42.	Project Manager II	
43.	Project Manager III	
44.	Technical Consultant I	
45.	Technical Consultant II	
46.	Technical Consultant III	
47.	Network Architect	
48.	Network Security Engineer	
49.	Senior Network Engineer	
50.	Network Engineer	
51.	VMWare Specialist	
52.	Storage Area Network (SAN) Systems Admin.	
53.	Identity Management Specialist	
54.	SharePoint	

ATTACHMENT K

**CERTIFICATION OF DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

The School Board of Broward County, Florida
17-006V – TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

SUBMIT THIS FORM WITH YOUR PROPOSAL

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	17-006V RFP Number
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
--------------	------

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT L

ACH Payment Agreement Form



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____
Checking Savings

VENDOR AREA:
Remittance Confirmation:
(please select one) _____

Fax Email

Federal Identification No.
Vendor _____

TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ Date: _____

Authorized Signature
(Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT M

Statement of “No Response”

ATTACHMENT M, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

SBBC
 Procurement & Warehousing Services Department
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for "NO Response":
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____