



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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UPDATED 02/09/2018

1/24/2018

Dear Prospective Bidders,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 18-158E Online Electronic Store & Credit Card Payment Solution**

Broward County Public Schools (SBBC) is interested in receiving proposals in response to the attached RFP for **Online Electronic Store & Credit Card Payment Solution**. 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 to harmoni.clealand@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

MINORITY/WOMEN BUSINESS ENTERPRISE (S/S/M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)
SBBC has implemented a Minority/Women Business Enterprise (S/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 Supplier Diversity & Outreach Program*. The purpose of the program is to utilize available minority and women-owned businesses within the SBBC's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by the SBBC's Supplier Diversity & Outreach Program at the time bids are due. For information on S/M/WBE Certification, contact the SBBC Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

- **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 BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid", scan and send via e-mail to harmoni.clealand@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services 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 email address stated above.

Harmoni

Harmoni Clealand
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 18-158E

Online Electronic Store & Credit Card Payment Solution



RFP Release Date: Wednesday, January 24, 2018

Written Questions Due: On or Before 5:00 p.m. ET
Tuesday, January 30, 2018
in Procurement & Warehousing Services Department

SBBC Answers Due: Tuesday, February 06, 2018

Proposals Due: * On or Before 2:00 p.m. ET
Tuesday, February 27, 2018
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

UPDATED 02/09/2018

**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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SECTION 2, INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for an Online Electronic Store & Credit Card Payment Solution as described herein.

SBBC is the sixth-largest school district in the nation, the second largest in the state of Florida and is comprised of 236 schools, centers and technical colleges. The district serves more than 271,000 K-12 students, approximately 175,000 adult students and has approximately 32,000 dedicated employees, including more than 14,000 instructional personnel.

In 2007, the district began utilizing an online payment solution known as E-Store. This payment solution gave parents, students and various other users the ability to make school activity payments online while using a computer and a credit card from home, an office or anywhere there was internet access. The online payment system was user friendly, efficient, convenient and safe. For the past ten (10) years, users have paid for school activities such as field trips, fundraisers, yearbooks, donations etc., online.

In fiscal year 2017, a total of 378,000 school transactions totaling approximately twenty-four (\$24) million dollars were processed through the districts online payment system.

Additional District information can be viewed at SBBC's website at www.browardschools.com/About-BCPS.

Proposers may be asked to provide a comprehensive demonstration of the proposed solution within two (2) weeks following the evaluation committee meeting date.

- 2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, **Procurement & Warehousing Services Department, 754-321-0539** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail harmoni.clealand@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 1/30/2018**. 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.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning the date of award **and continuing through 7/31/2021**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) 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.

- 2.4 **Price Adjustments:** Prices offered shall remain firm through the entirety of the contract.

- 2.5 **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.

- 2.6 **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 will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) **Experience and Qualifications** and Category b.) **Scope of Services** and Category c.) **Cost of services** will be determined by mathematical calculation and Category d.) **Small/Minority/Women Business Participation** will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category e.) **Product Demonstration**. 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.

SECTION 3, CALENDAR

1/24/2018	Release of RFP 18-158E
1/30/2018	Written questions due on or before 5 p.m. ET in Procurement & Warehousing Services Department
2/6/2018	SBBC Answers Due (will be posted via DemandStar as Addendum)
2/27/2018*	Proposals due on or before 2 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
3/7/2018*	Evaluation Committee reviews proposals and makes recommendation for demonstrations. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 10 a.m. ET
03/12/2018 – 03/16/2018*	Evaluation Committee reviews product demonstrations 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 10 a.m. ET
3/19/2018	Posting of Recommendation

UPDATED 02/09/2018

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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.

SECTION 4, 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. State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.1.4 **Required Response Form:** Page four (4) 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 **Additional Required Forms:** Complete, and return, with your Proposal (some must be notarized):
- **Attachment B** - Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship document and,
 - **Attachment C** - Legal Opinion of Bidder's Preference and,
 - **Attachment E** - Drug Free Workplace and,
 - **Attachment G** - Certification of Debarment, Suspension, Ineligibility and voluntary Exclusion Lower Tier Transactions and,
 - **Attachment J** - References
- 4.1.6 **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 (3) 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:

Procurement & Warehousing Services Department
The School Board of Broward County, Florida
7720 West Oakland Park Blvd
Sunrise, Florida 33351

Name of Proposer:

Insert Proposer NAME
Insert Vendor NAME
Insert Address

With a Copy to:

Insert Vendor NAME
Insert Address

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 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.**

4.2.2 **ALL PROPOSERS MUST EXECUTE AND SUBMIT ATTACHMENT C, LEGAL OPINION OF BIDDER'S PREFERENCE FORM TO BE CONSIDERED.** Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with Proposal, shall result in Proposal being considered "non-responsive" and Proposal rejected.

4.2.3 Proposer should have an active registration to do business in the State of Florida by registering their business on www.sunbiz.org at the time of RFP opening.

- 4.3 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, S/M/WBE Participation and Product Demonstration):** 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 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 25 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract, of approximately three pages, 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 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) 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.

4.4.1.3 Provide a concise description of work experience servicing Districts similar in size to SBBC, as related to the specifications outlined herein. Said description should include, but not be limited to, number and types of customers Proposer has served, and number of years the Proposer has been providing these types of services, references or other documentation to verify experience.

4.4.1.4 Provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of the SBBC for services on an as needed basis through the term of the contract.

4.4.1.5 Provide a description of the qualifications and experience of the organization and persons that will be responsible for implementation of the services. Such description shall, at a minimum, include:

- Background information about the organization (for example: ownership, officers, and directors, Proposers management structure, organization chart of the firm, project team, etc).
- Company size and location(s), number of years in business.
- One (1) page resume and qualifications of the persons offered to implement the system.

- Upon award of the contract, the Successful Proposer shall provide SBBC with a list of their personnel including office, home, page and cellular phone numbers so that SBBC can make emergency contact with the firm, if necessary.

4.4.1.6 Provide a proposed implementation plan based on the following:

- Perform all data *conversions* and interface development;
- Training and assisting with the configuration of the system;
- Mentoring to SBBC project team including training for a small core group on the functionality of the system;
- Training strategy and training models for all end-users, including access to all user documentation.

4.4.1.7 SBBC also needs an event ticketing solution that would facilitate seat selection or open seating options and allow users to purchase tickets online utilizing a credit card, which would be required to integrate with SBBC's accounting system (currently Great Plains). Please provide information about this type of solution as a separate section, if you offer it.

4.4.2 **Scope of Services Provided – (Maximum 25 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. In addition to your detailed proposal, answer all lines on the "Functionality Questionnaire" tab of the Excel spreadsheet attachment K. Requirements are priorities as follows:

Priority	Description
1	This requirement is a "must have" feature, and is critical to the success of the project. The project will not be possible without this requirement.
2	This requirement is somewhat important, as it provides some value but the project can proceed without it.
3	This requirement is a "nice to have" feature, if time and cost allow it.

Scope of Service		
Section	Priority	Description
4.4.2.1	1	A picture of each item for purchase shall be displayed on the screen.
4.4.2.2	2	The user shall have the capability to click on a picture to select an item for further viewing or purchasing.
4.4.2.3	3	The user shall have the capability to view a magnified version of the selected item's graphic.
4.4.2.4	1	The user shall have the capability to purchase multiple quantities of an item and to edit quantities of items to be purchased before final check-out.
4.4.2.5	1	The system shall have an inventory level set for items to be purchased.
4.4.2.6	2	The inventory level / countdown of a specified item shall always be displayed on the screen.
4.4.2.7	2	The system shall display the inventory level of an item(s) to be purchased in the user's cart, with a countdown (You have X minutes left to purchase this item). The system shall have a time threshold (length to be determined) that determines how long an item(s) can sit in a user's shopping cart.
4.4.2.8	3	Schools shall be listed on the screen by level (elementary, middle, high school), then alphabetically.
4.4.2.9	1	The user shall have the capability to purchase items from multiple schools in one transaction.
4.4.2.10	1	The user shall have the capability to edit quantities of items to be purchased from multiple schools before final check-out.
4.4.2.11	3	A search field shall be incorporated on the screen, where the user shall have the ability to search by the following criteria: <ol style="list-style-type: none"> a. Location/school

		<ul style="list-style-type: none"> b. Item number c. Account Number d. Teacher e. Sponsor f. Item description g. Category
4.4.2.12	1	<p>The system shall provide Admin users the ability to search by the following criteria:</p> <ul style="list-style-type: none"> a. Order number b. Date/Date range c. User account d. Activity e. Student ID f. Inactive Activities
4.4.2.13	1	<p>The system shall provide two sites or views:</p> <ul style="list-style-type: none"> a. Parent site b. Employee site
4.4.2.14	2	<p>The parent user shall have access to the parent site only (no access to the employee site) and have the ability to make online purchases with a guest account and without using a student ID for purchases including:</p> <ul style="list-style-type: none"> a. Donations b. Advertisements c. Alumni Dues <p>After placing the desired items for purchase in the site's Shopping Cart, a guest account user shall be required to input a verifiable email address and phone number in order to move forward in the purchasing process.</p>
4.4.2.15	1	All transactions purchasing history shall be linked to a user ID.
4.4.2.16	1	The system shall provide the ability to view a purchaser's transaction history.
4.4.2.17	1	The parent user shall have the ability to create a student profile.
4.4.2.18	1	The user shall have the ability to add a billing address on the Review page prior to completing the credit card transaction.
4.4.2.19	1	Users shall have the ability to pay for purchases with all major credit card, mobile payment/digital wallet service and online payment service including PayPal, Apple Pay and/or Android pay.
4.4.2.20	1	The system shall have the capability to interface with a gateway provider and the awardee shall have a gateway provider process that is transparent to SBBC. The gateway provider shall be responsible for setting up new and returning schools to allow activity in the awardee's portal.
4.4.2.21	1	The awardee shall be the sole point of contact and responsible for transaction verification.
4.4.2.22	1	The awardee shall own the responsibility of preventing and remedying all issues pertaining to duplicate payment transactions. The awardee shall identify and void duplicate online user transactions.
4.4.2.23	1	<p>The application shall provide the capability to generate the following reports:</p> <ul style="list-style-type: none"> a. Online Sales by Sponsor b. Online Sales by Activity c. Online Sales by Activity Type d. Online Sales by School e. Online Sales Refund Report f. OSP Sales for all Schools g. Online Sales Statement (Monthly) <p>Note: Refer to the Report Appendix for report layout information.</p>
4.4.2.24	2	A teacher or sponsor shall have the ability to run their own reports.

4.4.2.25	2	Bookkeepers and Admins shall have the capability to generate on-demand reports.
4.4.2.26	2	Activity Type shall be included in the activity setup as a drop-down field. SBBC shall have the ability to manage this dynamic field; some of the activity types to include (not all-inclusive): <ul style="list-style-type: none"> a. Field trip b. Fund raiser c. Club dues d. Donations e. Employee purchase f. Special events
4.4.2.27	2	The Online Sales Statement (monthly) report with date range shall display number of transactions sold.
4.4.2.28	1	The application shall comply with regulations set by Section 508 of the Rehabilitation Act for people with disabilities.
4.4.2.29	1	The application shall be capable of integrating with SBBC's accounting system (currently Great Plains) and TERMS (The District's Student Information System).
4.4.2.30	1	Once a transaction is transferred to SBBC's accounting system (currently Great Plains), the transaction shall be posted automatically via an overnight push to the fund account and to the cash account. A daily exceptions report shall be generated that lists any discrepancies between the gateway provider & SBBC's accounting system (currently Great Plains), by District location.
4.4.2.31	1	The system's connection with TERMS shall remain up throughout the process of accommodating District Student Obligations, specifically during the acknowledgement process from TERMS. This process indicates that the Obligations file was updated, based on the payment received.
4.4.2.32	2	The awardee shall adhere to the following in regards to system availability. <ul style="list-style-type: none"> a. The awardee shall check that the system is available to accept a connection. b. If the system is not available to accept a connection, the following message shall be sent to the customer: The system is currently unavailable – please try again later
4.4.2.33	2	The system shall display the following message if system downtime occurs for scheduled and unscheduled maintenance: The system is currently unavailable
4.4.2.34	1	The application shall match student information based on the following criteria: <ul style="list-style-type: none"> a. Student number b. Date of birth c. Partial last name (first 4 letters)
4.4.2.35	1	The application shall provide the capability to assign a transaction type.
4.4.2.36	1	The application shall accept a valid dollar amount in the Donations field.
4.4.2.37	1	All user IDs (parent and employee) that the system accepts shall be unique and consist of a verifiable email address. The system shall accept a verifiable employee email address as the user ID for any employee activity. The employee user must have the capability to make employee purchases that are tied to SBBC Single Sign-On (SSO) or Active Directory Credentials.
4.4.2.38	1	When an employee user logs in with a verifiable email address, they shall have access to both the Parent site & the Employee Purchases site so that both types of transactions can be purchased at the same time.
4.4.2.39	1	A transaction fee shall be charged for every online transaction. This transaction fee shall be called "service charge".
4.4.2.40	2	Admin shall have the ability to easily change the transaction fee amount with an audit log of the user who made the change.
4.4.2.41	1	During user order submittal, in order to prevent duplicate transaction processing, the system shall display the following message: <i>In order to prevent duplicate transactions, do not click the back arrow while the transaction is processing</i>
4.4.2.42	1	A cloud-based / web-based solution must be used for secure online payments. The system must have the capability to accept and process Payment Card Industry (PCI) data. The awardee will be responsible for insuring PCI DSS compliance.

4.4.2.43	1	<p>A system availability Service Level Agreement (SLA) must be provided in order to accommodate potential system availability and accuracy issues including, but not limited to:</p> <ol style="list-style-type: none"> 1. Introduction <ol style="list-style-type: none"> a. Project scope b. Exclusions c. Purpose of SLA 2. Service and Scope of SLA (what is covered and what is not covered) <ol style="list-style-type: none"> a. Responsibilities of the Service Provider and customer b. Agreed-upon service hours c. Agreed-upon business hours d. Availability targets e. Reliability targets f. Support hours and arrangements g. IT Service continuity provision and service levels h. Agreed-upon volumes i. Agreed-upon transaction rates j. Agreed-upon resources k. Agreed-upon response times l. Agreed-upon turnaround times m. Service Review n. Reporting arrangements and procedures
4.4.2.44	1	Support shall be provided for mobile devices.
4.4.2.45	2	Support shall be provided for mobile devices utilizing the SBBC Mobile App.
4.4.2.46	1	<p>Support shall be provided for mobile devices on a platform-agnostic basis, to include:</p> <ol style="list-style-type: none"> a. iOS devices b. Android devices c. Windows devices
4.4.2.47	2	Online training shall be provided prior to implementation and available on an ongoing basis.
4.4.2.48	1	A new sandbox shall be provided each time a new training environment is needed.
4.4.2.49	1	SBBC shall have the ability to reset the sandbox environment for training and practice, as necessary.
4.4.2.50	2	Classroom hands-on training shall be provided prior to implementation.
4.4.2.51	1	Train-the-trainer training shall be provided prior to implementation.
4.4.2.52	1	Training shall be provided for major system upgrades.
4.4.2.53	1	Documentation shall be provided for District staff in print and electronic format.
4.4.2.54	1	Training documentation shall be provided for District Staff in conjunction with implementation and for major system upgrades.

Report Appendix

**** Please include samples of standard reports with your proposal and specify if any of the below reports are considered customized and include a line on the Excel pricing sheet (attachment K) to include all costs.**

Report Name	Filter by	Report Content	Generated by	Report Frequency
Online Sales by Sponsor	<ul style="list-style-type: none"> • All • Specified date range 	<ul style="list-style-type: none"> • Sponsor name & email address • Activity name & number • Activity description • Activity date 	Bookkeeper and Admin	On-demand

		<ul style="list-style-type: none"> Online start & end date Fund account Price Student ID and name Purchaser's name Order number Order date & time Amount received Amount refunded 		
Online Sales by Activity	<ul style="list-style-type: none"> All sponsors Specified sponsor 	<ul style="list-style-type: none"> Sponsor name & email address Activity name & number Activity description Activity date Online start & end date Fund account Price Student ID and name Purchaser's name Order number Order date & time Amount received Amount refunded 	Bookkeeper & Admin	On-demand
Online Sales by Activity	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Sponsor name & email address Activity name & number Activity description Activity date Online start & end date Fund account Price Student ID and name Purchaser's name Order number Order date & time Amount received Amount refunded 	Sponsor Note: Report limited to activities he/she has sponsored	On-demand
Online Sales by Activity Type	<ul style="list-style-type: none"> All Specified Date range 	<ul style="list-style-type: none"> Sponsor name & email address Activity name & number Activity description Activity date Online start & end date Fund account Price Student ID and name Purchaser's name Order number Order date & time Amount received Amount refunded 	Bookkeeper and Admin Note: Activity Type is a new field to be added to activity setup	On-demand
Online Sales by School	<ul style="list-style-type: none"> Total activities sold Dollar amount for date range 	<ul style="list-style-type: none"> Sponsor name & email address Activity name & number Activity description Activity date Online start & end date Fund account 	Bookkeeper and Admin	On-demand

		<ul style="list-style-type: none"> Price Student ID and name Purchaser's name Order number Order date & time Amount received Amount refunded 		
Online Sales Refund Report	<ul style="list-style-type: none"> Itemized for specified date range 	<ul style="list-style-type: none"> Sponsor's name & email address Activity name & number Fund account Price Student ID & name Purchaser's name Order number Amount received Amount refunded 	Bookkeeper and Admin	Monthly
OSP Sales for all Schools	<ul style="list-style-type: none"> Specified date range 	<ul style="list-style-type: none"> School name Total activities sold Total dollar amount of sales 	Bookkeeper and Admin	On-demand
Online Sales Statement (Monthly)		<ul style="list-style-type: none"> Sales total by activity Merchant fee for each activity (2% of sales) 	Bookkeeper and Admin	Monthly Note: One report for each month; automatically provided at end of month

- 4.4.3 **Cost of Services – (Maximum 20 allowable points):** Proposers must complete the Mandatory Pricing Proposal Sheet (**Attachment K**) for all services. Cost shall include the purchase options to include upgrades/patches, annual support & maintenance, proposer services, customizations, custom services and training. Cost should be projected out over the next three (3) years in addition to pricing for extensions. Year one (1) should include first year's maintenance and support. SBBC reserves the right to purchase or not purchase items at its discretion. Appendices, illustrations and supplemental information shall be attached and cross-indexed in a clear and logical manner.

Additional costs associated with the Proposer's ability to comply with any requirements must be clearly identified and defined on Proposer's bid response and quotation.

Distribution of points will be calculated by dividing the total weighted cost offered by each Proposer by the lowest total weighted cost submitted for each Group. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of \$10,000 and Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive 15 points, which is the maximum number of points allotted for the criteria. Proposer B would earn 10 points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 15$ maximum points = 10 points received.

- 4.4.4 **S/M/WBE Participation: (Maximum 10 allowable points):** The SBBC Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (S/M/WBE) Program. An S/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 at least 51% owned, operated and controlled by minorities or women. S/M/WBE firms that are participating on this project must be listed on the *S/M/WBE Participation Form* located in **Attachment A3** of this bid package. **S/M/WBE participation is strongly encouraged.** If the Bidder is S/M/WBE-Certified by SBBC, the Bidder should also be listed on the S/M/WBE Participation Form.

S/M/WBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity & Outreach Program at the time the bid is due. For information on S/M/WBE Certification, contact the SBBC Supplier Diversity & Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity & Outreach Program works to increase the participation of minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process and an equitable distribution of S/M/WBEs participating on any award of this Proposal.

Please go to the following link to view the current list of SBBC S/M/WBE-Certified firms:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

S/M/WBE Information: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 4.4.4.3. Points will be awarded based on the evaluation criteria 4.4.4.1.		Maximum Points
4.4.4.1	The proposer shall identify each SBBC-Certified S/M/WBE firm, if any, that will be utilized by completing the Minority/Women Business Enterprise (S/M/WBE) Participation Form and Letter of Intent Form (see Attachment A3). The Letter of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the sub-consultant will perform. Indicate the extent and nature of the S/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 S/M/WBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an S/M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the bid is due will not count towards S/M/WBE goal attainment. If you will not have S/M/WBE Participation, add Proposer's name and state N/A on the form and return it with your Proposal.	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, 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 (S/M/WBE) Subcontractor Utilization Report (Utilization Report) (see Attachment A1) to the Supplier Diversity & Outreach Program Office which will track payments to S/M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each S/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 S/M/WBE(s) received payment or not, until all committed remuneration has been received by the S/M/WBE(s). <u>State your willingness to comply with this requirement.</u>	Yes____ No____
	Awardee must provide the Supplier Diversity & Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	Yes____ No____

- 4.4.5 **Product Demonstration (Maximum 20 allowable points):** SBBC will require that the three (3) highest scoring proposers provide an in person live product demo. The proposer must provide all demo items. A room with power outlets and guest network connectivity will be provided; the proposer must provide all other items needed for a successful demonstration of the criteria below.

Tentative Dates for demonstrations are 03/12/2018 – 03/16/2018. Procurement will contact each Proposer to schedule their demonstration. **We will announce the final scores at the end of the final demonstration meeting.**

Demonstrate the following processes from a Parent/Employee view via web browser and app:	
4.4.5.1	Locator function with a search field.
4.4.5.2	Adding multiple items to the cart, adjust quantity, remove an item and check-out.
4.4.5.3	Time remaining to purchase an item in the cart, such as "You have X minutes left to purchase this item"
4.4.5.4	Complete combined purchase for multiple students and schools in the same transaction.
4.4.5.5	Parent adding a student profile.
4.4.5.6	Transaction purchasing history for a user's ID.
4.4.5.7	Complete a transaction as a guest (make donation, make school/student payment, purchase item).

4.4.5.8	Show example of email confirmation payer receives subsequent to purchase.
4.4.5.9	Support for mobile devices to include: <ul style="list-style-type: none"> • iOS devices • Android devices • Windows devices
Demonstrate the following processes from an Admin view:	
4.4.5.10	Create new item for sale or new obligation to be paid.
4.4.5.11	Adjust inventory level of item for sale.
4.4.5.12	Search functionality.
Demonstrate the following processes from a System point of view:	
4.4.5.13	Demonstration the application matching student information based on the following criteria: <ul style="list-style-type: none"> • Student number • Date of birth • Partial last name (first 4 letters)
4.4.5.14	Ability of the application to assign a transaction type.
4.4.5.15	Ability to accept a valid dollar mount in the Donations field.
4.4.5.16	Ability to set up an activity type via a drop-down dynamic field (ie: Field trip, Club dues, Employee purchase etc)
4.4.5.17	Ability to charge transaction fee for every online transaction, and change the amount of this fee as needed.
Demonstrate the following report oriented functionality:	
4.4.5.18	Teacher / Sponsor capability to run their own reports.
4.4.5.19	Bookkeeper and Admin capability to generate on-demand reports.
4.4.5.20	Online Sales Statement report with date range, showing number of transactions sold.

SECTION 5, EVALUATION OF PROPOSALS

5.1 The 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:

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	25
B. Scope of Services	25
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	10
E. Product Demonstration	20
TOTAL	100

The SBBC shall award a maximum of ten (10) points for S/M/WBE Participation as listed in the *10-Point Table for S/M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all S/M/WBE firms, if any, which will be utilized by using the Minority/Women Business Enterprise (S/M/WBE) Participation Form and Letter of Intent Form. The Letter of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship as well as the type of work and percentage of work the sub-consultant will perform.

10-Point Table for S/M/WBE Participation	
≥ 25%	10 Points
≥ 23%	9 Points
≥ 21%	8 Points
≥ 19%	7 Points
≥ 17%	6 Points
≥ 15%	5 Points
≥ 13%	4 Points
≥ 11%	3 Points
≥ 9%	2 Points
≥ 7%	1 Point

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity & Outreach Program Office.

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, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. 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 make an award only to the Proposer receiving the highest points that has complied with the terms, conditions and requirements of the overall RFP. 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. The award shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as Attachment "F") 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 Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the 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.**

SECTION 6, 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 p.m. ET, 2/27/2018 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: 18-158E Online Electronic Store & Credit Card Payment Solution

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 PDF or Word on a Flash Drive (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 4 of RFP number and title, 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 electronic copy, 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 title clearly typed or written on the front.

- 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 **TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under resulting Agreement.
- 6.3.3 **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).
- 6.3.4 **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 shall 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.
- 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.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
 - Existing vendors will receive an email notification of current status.
- 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:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

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:** All Proposers are requested to complete the attached W-9, **Attachment D**, and submit with their Proposal.

- 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.

6.9 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

- 6.9.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.9.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

- 6.9.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.8.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 6.9.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).
 - 6.9.3.3 Failure to respond to all subsections within the RFP.
 - 6.9.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - 6.9.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 6.9.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
 - 6.9.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

SECTION 7, 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 AWARDDEE: AWARDDEE 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 AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE'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 AWARDDEE, 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.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 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 preferred) 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.** Late proposals shall not be accepted. 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)
- 7.4 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 (NRTL) 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 with in 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.
- 7.11 **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 1 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.
- 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.
- 7.20 **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.**

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.

- 7.29 **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 desirable 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.
- 7.33 **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 (S/M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (S/M/WBE) Program as part of the competitive solicitation and contracting activity in accordance with School Board Policy 7007-A - Administrative Procedures for The School Board of Broward County Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women-owned businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office at the time the bid is due. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.**

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.**

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, 03/19/2018 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.** 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:
- a) Cancellation and default of contract;
 - b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - c) 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.
- 7.49 **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 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.
 - 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.
 - 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.
 - 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.
 - 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.
- 7.59 **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

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.

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.

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.

- 7.61 **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.

SECTION 8, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT A

The following forms are due (if applicable) at the time of Bid submittal:

1. Monthly S/M/WBE Subcontractor Utilization Report

Document Link: [Click Here](#)

(http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/SMWBEMonthlySubcontractorUtilizationReport%20082017_Final.pdf)

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period: to	S/M/WBE Contract Goal:	Contract Completion Date:					
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. Monthly S/M/WBE (Small/Minority/Women Business Enterprise) Participation Form

Document Link: [Click Here](#) (http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf)

Document Preview:

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment				
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE		DATE <input type="text"/>				
SOLICITATION INFORMATION						
Contract #:		Project Start Date:				
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:	Phone #:				
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.broward.k12.fl.us/sbbcpolicies>
- SDOP website with list of Certified S/M/WBE Vendors: <http://www.broward.k12.fl.us/supply/sdop/index.html>

FOR INFORMATION ON S/M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY OUTREACH PROGRAM OFFICE
(754) 321-0550, OR ONLINE AT <http://www.broward.k12.fl.us/supply/sdop/vendorlist.htm>

MUST BE COMPLETED BY ALL BIDDERS

ATTACHMENT B –

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT 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

UPDATED 02/06/2018

ATTACHMENT C — Not Applicable
LEGAL OPINION OF BIDDER'S PREFERENCE

VENDOR NAME: _____

Section 1 must be completed by the Attorney for an Out-of-State Bidder
Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is 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, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**
(Must Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address out of state Bidder's attorney: _____

Telephone number out of state Bidder's attorney: _____

E-Mail address out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY**
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS
(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Broward County, Florida.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

ATTACHMENT D –

W – 9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned

MUST BE COMPLETED BY ALL BIDDERS

**ATTACHMENT E –
DRUG FREE WORK PLACE**

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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

_____ or

Produced Identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

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

ATTACHMENT F –

SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](#)

You may also copy the link below and insert it into your browser window

Sample Agreement Link:

http://www.broward.k12.fl.us/supply/docs/external-forms/PWS_SampleAgreement_201712.pdf

MUST BE COMPLETED BY ALL BIDDERS

ATTACHMENT G –

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 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.

18-158E Online Electronic Store & Credit Card Payment Solution

RFP NUMBER & TITLE

Company Name

Printed 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 H – 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 shall 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 Institute: _____

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 I –
WORKERS' COMPENSATION AFFIDAVIT
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

MUST BE COMPLETED BY ALL BIDDERS

**ATTACHEMENT J –
REFERENCES**



The School Board of Broward County, Florida

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 – New Customer (one year or less)

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 2 – Past Customer (currently not doing business)

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 3 – Repeat or Long Term Customer

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 4 – Repeat or Long Term Customer

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 5 – Repeat or Long Term Customer

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

ATTACHMENT K –

PROPOSAL PRICING SHEET (S)

Utilize the Excel pricing worksheet provided with this RFP package. Complete the Excel worksheet and submit a completed hard copy printout of the Excel file along with an electronic (.xls) copy with your proposal.

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

ATTACHEMENT L – NOT APPLICABLE

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ we, _____, as _____ Principal, _____ and _____ as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Oblige, in the sum of _____ (\$ _____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The purpose of this bond is to cover deposits, received by the Principal, as more fully described in RFP **INSERT RFP # HERE**

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in RFP **INSERT RFP # HERE** then this obligation shall be void, otherwise it shall remain in full force and effect.

Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:

1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;
2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;
3. That if the Surety or Oblige shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.

WITNESS

PRINCIPAL

WITNESS

INSURANCE COMPANY

BY: _____
ATTORNEY IN FACT

ATTACHMENT M – NOT APPLICABLE

CONFIRMATION OF SERVICES

(PUT ON SCHOOL LETTERHEAD)

(TO BE FILLED OUT AND SENT TO SELECTED AWARDEE)

SAMPLE CONFIRMATION OF SERVICES FORM

FOR RFP INSERT RFP # & NAME

_____ Date:

_____ To: (Vendor's Name and Address)

_____ Dear (Vendor's Name):

_____ Based upon your company's response to RFP 17-045N, our school,

_____, has chosen your company to

(School Name)

_____ provide school pictures, with the exclusion of senior portraits, for our students, faculty, and staff for the

_____ School Year.

(Indicate School Year)

Principal's (Designee's) Signature

Purchasing Agent Select One

Click or tap here to enter text.

Cc: Click or tap here to enter text

ATTACHMENT N –

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:

The School Board of Broward County, Florida
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: 18-158E

Title: Online Electronic Store & Credit card Payment Solution

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

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

Comments:

Signature: _____ Date: _____



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

**The School Board of
Broward County, Florida**

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Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

2/6/2018

ADDENDUM NO. 1

RFP 18-158E

ONLINE ELECTRONIC STORE AND CREDIT CARD PAYMENT SOLUTION

TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received.

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 18-158E Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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- **QUESTION #1:** Requirement 4.4.2.9 - When a payment is made for multiple schools in the same purchase, how are the transaction fees/service charges expected be divided between the multiple schools?
ANSWER TO QUESTION #1: The one-time service charge shall be submitted to the district however, additional transactions fees will be paid by awardee.

- **QUESTION #2:** There are 2 conflicting requirements, requirement 4.4.2.14 that requires the ability for guest checkout and another, 4.4.2.15, that states all transactions shall be linked to a user account. What user account should guest transactions be assigned?
ANSWER TO QUESTION #2: All transactions shall be linked to either a user or guest account.

- **QUESTION #3:** It is stated that the Awardee will be responsible for managing the gateway provider. For requirement 4.4.2.19 will SBBC be responsible for managing individual school accounts for Paypal, Apple Pay and Android pay accounts since these are not gateway providers but Payment Service Providers?
ANSWER TO QUESTION #3: Awardee shall be responsible for managing the gateway and payment service providers.

- **QUESTION #4a:** Requirement 4.4.2.20 - Will the Awardee be able to choose the gateway provider?
ANSWER TO QUESTION #4a: Yes

- **QUESTION #4b:** Requirement 4.4.2.20 -Will the Awardee be permitted to process transactions using the Awardee's Merchant account?
ANSWER TO QUESTION #4b: Yes

- **QUESTION #5a:** Requirement 4.4.2.31 - Is the TERMS integration based on a real-time connection and if so how does SBBC suggest handling period where TERMS maybe unavailable for maintenance?
ANSWER TO QUESTION #5a: Currently, the connection is real-time. We recommend that the connection be checked prior to accepting payment from the customer. Possibly displaying a message that the payment option is unavailable to try again in approximately two (2) hours since backups normally take approximately one (1) hour to complete.

- **QUESTION #5b:** Requirement 4.4.2.31 - Will SBBC accept a nightly batch integration as an alternative to real-time?
ANSWER TO QUESTION #5b: We would prefer not to do batch integration because it would require additional coding to handle this process and introduces a new set of issues that could go wrong making the connection and tracking more difficult to resolve for all involved.

- **QUESTION #6a:** Requirement 4.4.2.42 states that the Awardee is responsible for insuring PCI DSS compliance. Is the Awardee also to assume all liability for damages resulting from a data breach of card holder data?
ANSWER TO QUESTION #6a: Yes.



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- **QUESTION #6b:** Requirement 4.4.2.42 states that the Awardee is responsible for insuring PCI DSS compliance. Is the Awardee also to assume all liability for damages resulting from a data breach of card holder data? Based on anticipated transaction volume and distribution of funds to different banks, is it accurate to assume that the Awardee must be a PCI Certified Level I Service Provider?
ANSWER TO QUESTION #6b: The Awardee must meet all PCI Certified Service requirements that would protect the SBBC based on its volume of transactions.

- **QUESTION #7:** Requirement 4.4.2.45 - Can a more detailed description of the SBBC mobile app be provided. What does the mobile app do and how is the new payment system expected to integrate into it?
ANSWER TO QUESTION #7: The district does not currently have a mobile app that accepts online payments.

- **QUESTION #8:** Requirement 4.4.2.46 - Is the requirement for a native mobile application for iOS and Android and not just a web site with a mobile responsive design?
ANSWER TO QUESTION #8: The district prefers a native mobile application for iOS and android but would accept a site that is mobile device friendly.

- **QUESTION #9:** Does SBBC prefer to host the payment solution on local servers or have the Awardee host the solution and bare responsibility for all PCI requirements?
ANSWER TO QUESTION #9: The Awardee shall hosts the solution and have the responsibility of all PCI requirements.

- **QUESTION #10:** Is a Cyber Liability Insurance required for the Awardee to protect district from damages associated with a data breach?
ANSWER TO QUESTION #10: Yes, although Risk Management is still checking about the particulars. An extension will be forth coming due to the delay with this answer.

- **QUESTION #11:** Are payments expected to be deposited into a central bank account or automatically distributed to individual school bank accounts associated with the items purchased? If payments are to be deposited to individual school accounts, how are associated transaction fees to be distributed to individual schools?
ANSWER TO QUESTION #11: Payments must be distributed to individual school accounts. The one-time service charge shall be submitted to the district however, additional transactions fees will be paid by awardee.

- **QUESTION #12:** Is the Awardee responsible for all supporting software licensing such as Operating Systems and Database software supporting the underlying solution?
ANSWER TO QUESTION 12: Yes



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- **QUESTION #13:** Who will be responsible charge backs and similar challenges to financial transactions?
ANSWER TO QUESTION #13: **SBBC will be responsible for charge backs.**

- **QUESTION #14:** Will SBBC and/or PCI regulations require an Awardee to have performed an on site audit of their Software as a Service solution by an independent Qualified Security Assessor ("QSA") and repeat those independent audits annually to maintain the contract and PCI industry compliance?
ANSWER TO QUESTION #14: **Yes, we require a documented, independent PCI compliance audit to be completed annually.**

- **QUESTION #15:** In the event of a security breach or material compromise, will the Awardee be responsible for all legal and logistical responses including communications with local and federal authorities, card brands and other industry requirements?
ANSWER TO QUESTION #15: **Yes**

- **QUESTION #16:** If a hosted software as a service is a preferred solution, would a site-to-site VPN solution be an acceptable approach to provide real-time integration into Great Plains, TERMS, Active Directory for SSO and reporting?
ANSWER TO QUESTION #16: **Yes, we are able to establish a site-to-site VPN.**

- **QUESTION #17:** In a hosted software as a service solution, does SBBC prefer to outsource all aspects of security, solution maintenance, PCI compliance, and support to the Awardee?
ANSWER TO QUESTION #17: **Yes, vendor must abide by the SBBC Information Security Guidelines and SBBC Policies.**

- **QUESTION #18:** At this time, does SBBC expect Great Plains to remain as the back office financial solution and TERMS remain as the student information system for the duration of the contract or will other integrations be required?
ANSWER TO QUESTION #18: **Yes**

- **QUESTION #19:** Attachment K (Cost of Services Matrix) has a line for transaction fees per transaction. Should we assume this fee should be all inclusive and include gateway, merchant, digital wallet and payment service provider costs?
ANSWER TO QUESTION #19: **Yes, the Awardee will be responsible for paying all transaction fees.**

- **QUESTION #20:** If Broward elects to own the merchant accounts for the solution, how will proposal costs be evaluated and compared to a software as a service proposal where the merchant costs are included as part of the payment service provider transaction fees?
ANSWER TO QUESTION #20: **Further clarification is needed.**



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- **QUESTION #21:** How many schools will be using the solution and will SBBC be receiving funds centrally as a single deposit or does each school have a different bank account where funds must be remitted?
ANSWER TO QUESTION #21: 236 schools may use the solution and funds shall be remitted to each school's bank account.

- **QUESTION #22:** Because the Awardee is solely responsible for all transaction and gateway management across all school entities in SBBC, is it required that they be a PCI Level I Service Provider?
ANSWER TO QUESTION #22: The Awardee must meet all PCI Certified Service requirements that would protect the SBBC based on its volume of transactions.

- **QUESTION #23:** Does SBBC expect to manage online inventory centrally and/or allocate responsibility to the individual schools to manage their online sales? Should individual schools be limited with access to only transactions associated with their online sales?
ANSWER TO QUESTION #23: Online inventory may be managed both centrally or at school as they are currently managed. Individual schools should have access to their transactions only.

- **QUESTION #24:** Does each school have their own Great Plains database?
ANSWER TO QUESTION #24: SBBC has a district database for Great Plains; however, each location has its own credentials for accessing.

- **QUESTION #25:** Does SBBC currently use the Great Plains Sales Order Processing and Inventory modules and if not is it anticipated in the future?
ANSWER TO QUESTION #25: The Vocational centers utilize the Sales and Inventory modules. All other locations currently utilize the Financial and Purchasing modules only.

- **QUESTION #26:** In attachment K for transaction fees, the total cost does not compute the transaction fee multiplied by the expected transaction volume. Will SBBC send out a revised version?
ANSWER TO QUESTION #26: Yes, revised Excel spreadsheet available on DemandStar

- **QUESTION #27:** In attachment K for training costs, there are several line items that ask the number of facilitators and attendees but the fields are assigned a dollar value for calculation. Will SBBC send out a revised version?
ANSWER TO QUESTION #27: Yes, revised Excel spreadsheet available on DemandStar

- **QUESTION #28:** Why has the School Board of Broward County issued this RFP, given you already have the "Online School Payments" solution in place, provided by OSMS? What is compelling the school board to consider alternative solutions?
ANSWER TO QUESTION #28: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.



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- **QUESTION #29:** Is the existing OSMS contract term nearing its end date? What is the end date?
ANSWER TO QUESTION #29: The existing contract term has no impact on the decision making for the release or start date of this solicitation. A public records request can be made, if you would like to see a copy of this document.

- **QUESTION #30:** What specifics needs is your current solution not meeting?
ANSWER TO QUESTION #30: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.

- **QUESTION #31:** What specific problems are you solving for through this RFP?
ANSWER TO QUESTION #31: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.

- **QUESTION #32:** Great Plains is your school board's accounting software provider. What do you use for school activity accounting, ie. to account for all transactions, including in-school cash payments? Do you use the same software for school activity accounting, or a different application such as TRAs SchoolFunds Online? Please specify
ANSWER TO QUESTION #32: Great Plains is used to account for all school activities / transactions.

- **QUESTION #33:** How do you collect, manage and account for all cash & check transactions?
ANSWER TO QUESTION #33: Great Plains is used to account for all school activities / transactions.

- **QUESTION #34:** Would you describe your school board as centralized or decentralized, meaning do you have one central school board bank account or does each school have its own bank account?
ANSWER TO QUESTION #34: Each school has its own bank account.

- **QUESTION #35:** The RFP states that - in 2017 - \$24,000,000 in school activity payments were processed through the districts current online payment system. What was the total dollar amount of all school activity payments/collections in 2017 (online + cash + check)?
ANSWER TO QUESTION #35: This information would require research to obtain the data and is outside the requirements of the vendor in preparing an appropriate RFP response.

- **QUESTION #36:** Requirement 4.4.2.5 - Where are the inventory levels set and will it refer to the number in stock in the ERP (GP)? Also, will there be a waiting list/inventory for event type items?
ANSWER TO QUESTION #36: The awardee must advise the SBBC where inventory levels are set. Inventory should reference the number of items in stock. There must also be an inventory for event type items.



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- **QUESTION #37a:** Requirement 4.4.2.7 - Should the time threshold apply to any item or only to specific ones (e.g. event seats)? When items are added to the cart, would this time threshold hold inventory from other customers?

ANSWER TO QUESTION #37a: A time threshold must apply to all items.

- **QUESTION #37b:** Requirement 4.4.2.7 - Should the time threshold apply to any item or only to specific ones (e.g. event seats)? When items are added to the cart, would this time threshold hold inventory from other customers?

ANSWER TO QUESTION #37b: Yes but, only for the time threshold allotted and then the item is released to others for purchase.

- **QUESTION #38:** Requirement 4.4.2.12 - What is meant by inactive activities? How are these classified?

ANSWER TO QUESTION #38: Inactive activities are activities that have been placed on line and the sale date has expired.

- **QUESTION #39:** Requirement 4.4.2.13 - Would the employee and parent sites require two separate URLs? Also, what activities/operations should employees be able to do, in addition to online ordering, that would be unavailable to parents?

ANSWER TO QUESTION #40: SBBC would prefer a single URL for account authentication.

Employee view should essentially be the same as the parent view, with added options for employee only activities (employee dues, celebrations, software purchases etc..).

- **QUESTION #41a:** Requirement 4.4.2.14 - What elements would parents be able to define when purchasing an advertisement (publication, location, size)?

ANSWER TO QUESTION #41a: The payment site is merely a portal for paying for advertisements (yearbook, banner ads, etc...), not a place for posting ads.

- **QUESTION #41b:** How would inventory/availability be defined?

ANSWER TO QUESTION #41b: If an item is available or in inventory, it shall be available for purchase.

- **QUESTION #41c:** Would there be a review process for advertisements (content approval) etc?

ANSWER TO QUESTION #41c: The site will be utilized to collect payment; content approval would take place at the location.

- **QUESTION #41d:** In some cases, wouldn't a physical address be required for guest accounts (if the product needs to be delivered)?

ANSWER TO QUESTION #41d: No. All items purchased will be available at the individual school/location.

- **QUESTION #41e:** Do alumni dues need to be assigned to an account?

ANSWER TO QUESTION #41e: Yes



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- **QUESTION #41f:** Which GP company should guest check out orders be filtered to?
ANSWER TO QUESTION #41f: **The school where the purchase was made.**
- **QUESTION #41g:** Would a guest customer be allowed to associate items to a student profile (i.e. purchase items for a student) or would this capability be limited to customers with an account?
ANSWER TO QUESTION #41g: **A guest would not be allowed to associate items to a student profile.**
- **QUESTION #41h:** Does Guest Checkout refer to the lack of account creation in the ERP or should an account be created for anyone creating a transaction?
ANSWER TO QUESTION #41h: **Need more clarification.**
- **QUESTION #42:** Requirement 4.4.2.20 - Does SBBC expect the Awardee to supply and charge for a gateway provider?
ANSWER TO QUESTION #42: **The awardee is responsible for the gateway and any applicable charges associated with gateway services.**
- **QUESTION #43:** Requirement 4.4.2.21 - Please provide detailed requirements and an example of expectations.
ANSWER TO QUESTION #43: **SBBC desires a single point of contact for all questions regarding the online payment system, including site access, user accounts, and all transaction processing. Any interactions or disputes with 3rd parties (gateway provider, website host, etc...) are to be handled by the awardee. More details requirements are noted in the RFP.**
- **QUESTION #44:** Requirement 4.4.2.22 - Please provide detailed requirements and an example of expectations.
ANSWER TO QUESTION #44: **SBBC desires a single point of contact for all questions regarding the online payment system, including site access, user accounts, and all transaction processing. Any interactions or disputes with 3rd parties (gateway provider, website host, etc...) are to be handled by the awardee. More details requirements are noted in the RFP.**
- **QUESTION #45:** Requirement 4.4.2.35 - Please identify what is meant by "Capability to assign a transaction type". Please also identify how/if this would affect GP.
ANSWER TO QUESTION #45: **See 4.4.2.26 for Activity Types. Activity types would not currently affect GP.**
- **QUESTION #46:** Requirement 4.4.2.36 - Are donations limited to the whole dollar?
ANSWER TO QUESTION #46: **Yes**
- **QUESTION #47a:** Requirement 4.4.2.37 - What Single Sign-On type is being used by SBBC?
ANSWER TO QUESTION #47a: **WS-FED and SAML**
- **QUESTION #47b:** Requirement 4.4.2.37 - Also, is a verifiable email address required?



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ANSWER TO QUESTION #47b: SSO correlates against Staff Users Personnel Number.

- **QUESTION #47c:** Requirement 4.4.2.37 - Does the Awardee need to use a verification process upon account creation/order? Ex: two-step verification

ANSWER TO QUESTION #47c: Account creations require multi-step approvals following verification of need.

- **QUESTION #48:** Requirement 4.4.2.38 - Could products from the parent site and the employee site be purchased in the same order or would the employee have to create separate orders?

ANSWER TO QUESTION #48: The intent of the employee site is to include all purchases available on the Parent Site, as well as items available to employees only.

- **QUESTION #49a:** Requirement 4.4.2.39 - Would the service charge amount apply to transactions on both the parent site and the employee site?

ANSWER TO QUESTION #49a: Yes

- **QUESTION #49b:** Requirement 4.4.2.39 - If yes, would the amount be the same on both sites?

ANSWER TO QUESTION #49b: Yes

- **QUESTION #50:** Requirement 4.4.2.40 - Should the service charge amount be displayed to end-users as a separate line item or just included in the order total?

ANSWER TO QUESTION #50: The service charge amount should be displayed as a separate line item.

- **QUESTION #51:** Requirement 4.4.2.45 - What functionalities of the employee/parent web site should be made available through the SBBC Mobile App? Do you need an actual app, or would a responsive webpage be suitable?

ANSWER TO QUESTION #51: The district prefers a native mobile application for iOS and android but would accept a site that is mobile device friendly.

- **QUESTION #52:** Requirement 4.4.2.48 - Please provide additional details on what you mean by a new sandbox is required and how often this will be expected?

ANSWER TO QUESTION #52: A sandbox environment with dates relevant to the training date must be available. Currently, training occurs once a month from August through February. Additional training dates may be scheduled as-needed.

- **QUESTION #53:** Requirement 4.4.2.49 - When "resetting" a sandbox, will we be required to install a new sandbox, or take the existing back to original settings?

ANSWER TO QUESTION #53: Typically, the sandbox is reset to contain dates relevant to when the training will occur.



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- **QUESTION #54:** Requirement 4.4.2.50 - Please provide more information. Is this training from the Awardee to teachers or from BCBS to teachers?

ANSWER TO QUESTION #54: The hands-on training will be from awarded vendor to SBBC administration.

- **QUESTION #55:** Requirement 5.4 - Can the Awardee deposit a draft agreement with the proposal, as long as it does not contradict the RFP? Furthermore, does SBBC expect a fixed bid cost for this project?

ANSWER TO QUESTION #55: The standard terms and conditions are included within the RFP document including a sample contract. If you are unable or unwilling to comply with those terms and conditions, you need to address them specifically during the question and answer period.

- **QUESTION #56:** Requirement 7.2.4 - Please confirm whether the purchase contemplated herein is solely for services and will not be considered for "tangible property".

ANSWER TO QUESTION #56: SBBC is unsure of why the question refers to tangible property. This is a software and is therefore, not tangible. If you're question is according to the state of Florida definition, is this personal property, the answer is no.

- **QUESTION #57:** Requirement 7.14 - Since services will be delivered in phases, please confirm that Vendor's proposal can provide standard terms of payment. For example:

- Implementation services will be provided over several weeks and/ or months, and we normally get paid in various instalments to acknowledge for that.
- Ongoing fees such as maintenance and hosting are normally invoiced periodically, in advance.

ANSWER TO QUESTION #57: Vendor's proposal can contain implementation phases and milestones with deliverables that allow payment for work completed. Ongoing fees are generally paid periodically, either annually, monthly or quarterly – this can be defined in the Vendor's proposal as well.

- **QUESTION #58:** Requirement 7.36 - Is a Vendor aloud to append standard terms of use of its solution, an area that is normally not covered in standard templated contracts and which relate to how the system can be or not be used by SBBC

ANSWER TO QUESTION #58: The standard terms and conditions are included within the RFP document including a sample contract. If you are unable or unwilling to comply with those terms and conditions, you need to address them specifically during the question and answer period.

- **QUESTION #59:** Attachment I (Workers' Compensation) - We cannot find a reference in the document to this schedule. Is this required and if so, when?

ANSWER TO QUESTION #59: This form is not required until the contracting phase.

- **QUESTION #60:** Requirement 4.4.2.17 - Please provide example of student profile use, and specify information preferred in the profile (e.g., Name, Grade, and free/reduced status).



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ANSWER TO QUESTION #60: Student profiles are student identifiers. Profiles are used when searching for a student obligation in the TERMS system. The profile is used to connect obligations that might exist for a specific student. The following information is required when creating a student profile. (e.g. first 4 letters of Last Name, First Name, Date of Birth and Student Identification Number),

- **QUESTION #61:** Requirement 4.4.2.29 - To better estimate duration of implementation, can SBBC provide additional a general description or specifications of the integrations with Great Plains and TERMS?

ANSWER TO QUESTION #61: There isn't any integration between Great Plains and TERMS. There is a webservice that eStore utilizes to request/receive obligation data from TERMS. This same webservice is used to post payments to the obligation records in TERMS.

- **QUESTION #62:** Requirement 4.4.2.30 - Who is SBBC looking to have generate the daily exceptions report? Is the expectation for the vendor to have visibility into SBBC's system to see exceptions and identify discrepancies? Or is the requirement requesting assistance if SBBC identifies an exception or a discrepancy between the gateway provider & SBBC's accounting system (currently Great Plains)?

ANSWER TO QUESTION #62: In the current configuration, if an exception was encountered processing a request, an audit record is written to a table on the iSeries and sent back to Acelo. The intent was to let the eStore to take appropriate action.

- **QUESTION #63:** Requirement 4.4.2.31 - May we have clarification on this acknowledgement process? May we have more details of the anticipated integration process?

ANSWER TO QUESTION #63: The payment acknowledgement is written to the audit log by the webservice. Same process as above.

- **QUESTION #64:** Requirement 4.4.2.40 - Could you please provide a use case for this request? Is the district looking to looking for a way to waive fees on a student by student basis or fee by fee basis?

ANSWER TO QUESTION #64: The District shall have the discretion to increase or decrease the service charge, if deemed necessary.

- **QUESTION #65:** Requirement 4.4.2.44 - Is this strictly for parent support? Is this for the allowing of payments through mobile devices?

ANSWER TO QUESTION #65: This support shall be for all users. Yes.

- **QUESTION #66:** Does the district require or have interest in taking in-person credit card payments?

ANSWER TO QUESTION #66: The district already accepts credit card payments in-person.



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- **QUESTION #67:** Does SBBD have a centralized or decentralized administration of their payments system?
What is the number of each anticipated to be trained?

ANSWER TO QUESTION #67: The District has centralized administration of their current online payment system. It is anticipated that twenty (20) SBBC employees will be trained to use the system.

- **QUESTION #68:** Does each of the 236 buildings have their individual bank accounts or are bank accounts centralized?

ANSWER TO QUESTION #68: Each location has their own bank account.

- **QUESTION #69:** What is the anticipated Go-Live Date?

ANSWER TO QUESTION #69: Between July 2018 and June 2019.

- **QUESTION #70:** What is the anticipated Implementation Date?

ANSWER TO QUESTION #70: Between July 2018 and June 2019.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

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2/9/2018

ADDENDUM NO. 2

RFP 18-158E

ONLINE ELECTRONIC STORE AND CREDIT CARD PAYMENT SOLUTION

TO ALL PROPOSERS:

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

1. Question 10 has been updated below.
2. Due date has been **extended to February 27, 2018**. Below are the resulting updates to the RFP document:

Delete: Page 2

Delete: Page 4

Delete: Page 6

Insert: Page 2 **UPDATED 02/09/2018**

Insert: Page 4 **UPDATED 02/09/2018**

Insert: Page 6 **UPDATED 02/09/2018**

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 18-158E Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III



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- **QUESTION #1:** Requirement 4.4.2.9 - When a payment is made for multiple schools in the same purchase, how are the transaction fees/service charges expected be divided between the multiple schools?
ANSWER TO QUESTION #1: The one-time service charge shall be submitted to the district however, additional transactions fees will be paid by awardee.

- **QUESTION #2:** There are 2 conflicting requirements, requirement 4.4.2.14 that requires the ability for guest checkout and another, 4.4.2.15, that states all transactions shall be linked to a user account. What user account should guest transactions be assigned?
ANSWER TO QUESTION #2: All transactions shall be linked to either a user or guest account.

- **QUESTION #3:** It is stated that the Awardee will be responsible for managing the gateway provider. For requirement 4.4.2.19 will SBBC be responsible for managing individual school accounts for Paypal, Apple Pay and Android pay accounts since these are not gateway providers but Payment Service Providers?
ANSWER TO QUESTION #3: Awardee shall be responsible for managing the gateway and payment service providers.

- **QUESTION #4a:** Requirement 4.4.2.20 - Will the Awardee be able to choose the gateway provider?
ANSWER TO QUESTION #4a: Yes

- **QUESTION #4b:** Requirement 4.4.2.20 -Will the Awardee be permitted to process transactions using the Awardee's Merchant account?
ANSWER TO QUESTION #4b: Yes

- **QUESTION #5a:** Requirement 4.4.2.31 - Is the TERMS integration based on a real-time connection and if so how does SBBC suggest handling period where TERMS maybe unavailable for maintenance?
ANSWER TO QUESTION #5a: Currently, the connection is real-time. We recommend that the connection be checked prior to accepting payment from the customer. Possibly displaying a message that the payment option is unavailable to try again in approximately two (2) hours since backups normally take approximately one (1) hour to complete.

- **QUESTION #5b:** Requirement 4.4.2.31 - Will SBBC accept a nightly batch integration as an alternative to real-time?
ANSWER TO QUESTION #5b: We would prefer not to do batch integration because it would require additional coding to handle this process and introduces a new set of issues that could go wrong making the connection and tracking more difficult to resolve for all involved.

- **QUESTION #6a:** Requirement 4.4.2.42 states that the Awardee is responsible for insuring PCI DSS compliance. Is the Awardee also to assume all liability for damages resulting from a data breach of card holder data?
ANSWER TO QUESTION #6a: Yes.



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- **QUESTION #6b:** Requirement 4.4.2.42 states that the Awardee is responsible for insuring PCI DSS compliance. Is the Awardee also to assume all liability for damages resulting from a data breach of card holder data? Based on anticipated transaction volume and distribution of funds to different banks, is it accurate to assume that the Awardee must be a PCI Certified Level I Service Provider?
ANSWER TO QUESTION #6b: The Awardee must meet all PCI Certified Service requirements that would protect the SBBC based on its volume of transactions.

- **QUESTION #7:** Requirement 4.4.2.45 - Can a more detailed description of the SBBC mobile app be provided. What does the mobile app do and how is the new payment system expected to integrate into it?
ANSWER TO QUESTION #7: The district does not currently have a mobile app that accepts online payments.

- **QUESTION #8:** Requirement 4.4.2.46 - Is the requirement for a native mobile application for iOS and Android and not just a web site with a mobile responsive design?
ANSWER TO QUESTION #8: The district prefers a native mobile application for iOS and android but would accept a site that is mobile device friendly.

- **QUESTION #9:** Does SBBC prefer to host the payment solution on local servers or have the Awardee host the solution and bare responsibility for all PCI requirements?
ANSWER TO QUESTION #9: The Awardee shall hosts the solution and have the responsibility of all PCI requirements.

- **QUESTION #10:** Is a Cyber Liability Insurance required for the Awardee to protect district from damages associated with a data breach?
ANSWER TO QUESTION #10: The Technology Errors & Omissions section (page 18 section 6.3.2 of RFP) encompasses network security breaches. We do not specifically request that network security breaches be covered, however we do require the Technology Errors & Omissions specified limits, coverage must be current and written with an "A" rated carrier.

- **QUESTION #11:** Are payments expected to be deposited into a central bank account or automatically distributed to individual school bank accounts associated with the items purchased? If payments are to be deposited to individual school accounts, how are associated transaction fees to be distributed to individual schools?
ANSWER TO QUESTION #11: Payments must be distributed to individual school accounts. The one-time service charge shall be submitted to the district however, additional transactions fees will be paid by awardee.

- **QUESTION #12:** Is the Awardee responsible for all supporting software licensing such as Operating Systems and Database software supporting the underlying solution?
ANSWER TO QUESTION 12: Yes



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- **QUESTION #13:** Who will be responsible charge backs and similar challenges to financial transactions?
ANSWER TO QUESTION #13: **SBBC will be responsible for charge backs.**

- **QUESTION #14:** Will SBBC and/or PCI regulations require an Awardee to have performed an on site audit of their Software as a Service solution by an independent Qualified Security Assessor ("QSA") and repeat those independent audits annually to maintain the contract and PCI industry compliance?
ANSWER TO QUESTION #14: **Yes, we require a documented, independent PCI compliance audit to be completed annually.**

- **QUESTION #15:** In the event of a security breach or material compromise, will the Awardee be responsible for all legal and logistical responses including communications with local and federal authorities, card brands and other industry requirements?
ANSWER TO QUESTION #15: **Yes**

- **QUESTION #16:** If a hosted software as a service is a preferred solution, would a site-to-site VPN solution be an acceptable approach to provide real-time integration into Great Plains, TERMS, Active Directory for SSO and reporting?
ANSWER TO QUESTION #16: **Yes, we are able to establish a site-to-site VPN.**

- **QUESTION #17:** In a hosted software as a service solution, does SBBC prefer to outsource all aspects of security, solution maintenance, PCI compliance, and support to the Awardee?
ANSWER TO QUESTION #17: **Yes, vendor must abide by the SBBC Information Security Guidelines and SBBC Policies.**

- **QUESTION #18:** At this time, does SBBC expect Great Plains to remain as the back office financial solution and TERMS remain as the student information system for the duration of the contract or will other integrations be required?
ANSWER TO QUESTION #18: **Yes**

- **QUESTION #19:** Attachment K (Cost of Services Matrix) has a line for transaction fees per transaction. Should we assume this fee should be all inclusive and include gateway, merchant, digital wallet and payment service provider costs?
ANSWER TO QUESTION #19: **Yes, the Awardee will be responsible for paying all transaction fees.**

- **QUESTION #20:** If Broward elects to own the merchant accounts for the solution, how will proposal costs be evaluated and compared to a software as a service proposal where the merchant costs are included as part of the payment service provider transaction fees?
ANSWER TO QUESTION #20: **Further clarification is needed.**



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- **QUESTION #21:** How many schools will be using the solution and will SBBC be receiving funds centrally as a single deposit or does each school have a different bank account where funds must be remitted?
ANSWER TO QUESTION #21: 236 schools may use the solution and funds shall be remitted to each school's bank account.

- **QUESTION #22:** Because the Awardee is solely responsible for all transaction and gateway management across all school entities in SBBC, is it required that they be a PCI Level I Service Provider?
ANSWER TO QUESTION #22: The Awardee must meet all PCI Certified Service requirements that would protect the SBBC based on its volume of transactions.

- **QUESTION #23:** Does SBBC expect to manage online inventory centrally and/or allocate responsibility to the individual schools to manage their online sales? Should individual schools be limited with access to only transactions associated with their online sales?
ANSWER TO QUESTION #23: Online inventory may be managed both centrally or at school as they are currently managed. Individual schools should have access to their transactions only.

- **QUESTION #24:** Does each school have their own Great Plains database?
ANSWER TO QUESTION #24: SBBC has a district database for Great Plains; however, each location has its own credentials for accessing.

- **QUESTION #25:** Does SBBC currently use the Great Plains Sales Order Processing and Inventory modules and if not is it anticipated in the future?
ANSWER TO QUESTION #25: The Vocational centers utilize the Sales and Inventory modules. All other locations currently utilize the Financial and Purchasing modules only.

- **QUESTION #26:** In attachment K for transaction fees, the total cost does not compute the transaction fee multiplied by the expected transaction volume. Will SBBC send out a revised version?
ANSWER TO QUESTION #26: Yes, revised Excel spreadsheet available on DemandStar

- **QUESTION #27:** In attachment K for training costs, there are several line items that ask the number of facilitators and attendees but the fields are assigned a dollar value for calculation. Will SBBC send out a revised version?
ANSWER TO QUESTION #27: Yes, revised Excel spreadsheet available on DemandStar

- **QUESTION #28:** Why has the School Board of Broward County issued this RFP, given you already have the "Online School Payments" solution in place, provided by OSMS? What is compelling the school board to consider alternative solutions?
ANSWER TO QUESTION #28: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.



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- **QUESTION #29:** Is the existing OSMS contract term nearing its end date? What is the end date?
ANSWER TO QUESTION #29: The existing contract term has no impact on the decision making for the release or start date of this solicitation. A public records request can be made, if you would like to see a copy of this document.

- **QUESTION #30:** What specifics needs is your current solution not meeting?
ANSWER TO QUESTION #30: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.

- **QUESTION #31:** What specific problems are you solving for through this RFP?
ANSWER TO QUESTION #31: This solicitation is being released to determine the best solutions available in the market as a best practice for stewards of taxpayer dollars.

- **QUESTION #32:** Great Plains is your school board's accounting software provider. What do you use for school activity accounting, ie. to account for all transactions, including in-school cash payments? Do you use the same software for school activity accounting, or a different application such as TRAs SchoolFunds Online? Please specify
ANSWER TO QUESTION #32: Great Plains is used to account for all school activities / transactions.

- **QUESTION #33:** How do you collect, manage and account for all cash & check transactions?
ANSWER TO QUESTION #33: Great Plains is used to account for all school activities / transactions.

- **QUESTION #34:** Would you describe your school board as centralized or decentralized, meaning do you have one central school board bank account or does each school have its own bank account?
ANSWER TO QUESTION #34: Each school has its own bank account.

- **QUESTION #35:** The RFP states that - in 2017 - \$24,000,000 in school activity payments were processed through the districts current online payment system. What was the total dollar amount of all school activity payments/collections in 2017 (online + cash + check)?
ANSWER TO QUESTION #35: This information would require research to obtain the data and is outside the requirements of the vendor in preparing an appropriate RFP response.

- **QUESTION #36:** Requirement 4.4.2.5 - Where are the inventory levels set and will it refer to the number in stock in the ERP (GP)? Also, will there be a waiting list/inventory for event type items?
ANSWER TO QUESTION #36: The awardee must advise the SBBC where inventory levels are set. Inventory should reference the number of items in stock. There must also be an inventory for event type items.



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- **QUESTION #37a:** Requirement 4.4.2.7 - Should the time threshold apply to any item or only to specific ones (e.g. event seats)? When items are added to the cart, would this time threshold hold inventory from other customers?

ANSWER TO QUESTION #37a: A time threshold must apply to all items.

- **QUESTION #37b:** Requirement 4.4.2.7 - Should the time threshold apply to any item or only to specific ones (e.g. event seats)? When items are added to the cart, would this time threshold hold inventory from other customers?

ANSWER TO QUESTION #37b: Yes but, only for the time threshold allotted and then the item is released to others for purchase.

- **QUESTION #38:** Requirement 4.4.2.12 - What is meant by inactive activities? How are these classified?

ANSWER TO QUESTION #38: Inactive activities are activities that have been placed on line and the sale date has expired.

- **QUESTION #39:** Requirement 4.4.2.13 - Would the employee and parent sites require two separate URLs? Also, what activities/operations should employees be able to do, in addition to online ordering, that would be unavailable to parents?

ANSWER TO QUESTION #40: SBBC would prefer a single URL for account authentication.

Employee view should essentially be the same as the parent view, with added options for employee only activities (employee dues, celebrations, software purchases etc..).

- **QUESTION #41a:** Requirement 4.4.2.14 - What elements would parents be able to define when purchasing an advertisement (publication, location, size)?

ANSWER TO QUESTION #41a: The payment site is merely a portal for paying for advertisements (yearbook, banner ads, etc...), not a place for posting ads.

- **QUESTION #41b:** How would inventory/availability be defined?

ANSWER TO QUESTION #41b: If an item is available or in inventory, it shall be available for purchase.

- **QUESTION #41c:** Would there be a review process for advertisements (content approval) etc?

ANSWER TO QUESTION #41c: The site will be utilized to collect payment; content approval would take place at the location.

- **QUESTION #41d:** In some cases, wouldn't a physical address be required for guest accounts (if the product needs to be delivered)?

ANSWER TO QUESTION #41d: No. All items purchased will be available at the individual school/location.

- **QUESTION #41e:** Do alumni dues need to be assigned to an account?

ANSWER TO QUESTION #41e: Yes



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- **QUESTION #41f:** Which GP company should guest check out orders be filtered to?
ANSWER TO QUESTION #41f: The school where the purchase was made.
- **QUESTION #41g:** Would a guest customer be allowed to associate items to a student profile (i.e. purchase items for a student) or would this capability be limited to customers with an account?
ANSWER TO QUESTION #41g: A guest would not be allowed to associate items to a student profile.
- **QUESTION #41h:** Does Guest Checkout refer to the lack of account creation in the ERP or should an account be created for anyone creating a transaction?
ANSWER TO QUESTION #41h: Need more clarification.
- **QUESTION #42:** Requirement 4.4.2.20 - Does SBBC expect the Awardee to supply and charge for a gateway provider?
ANSWER TO QUESTION #42: The awardee is responsible for the gateway and any applicable charges associated with gateway services.
- **QUESTION #43:** Requirement 4.4.2.21 - Please provide detailed requirements and an example of expectations.
ANSWER TO QUESTION #43: SBBC desires a single point of contact for all questions regarding the online payment system, including site access, user accounts, and all transaction processing. Any interactions or disputes with 3rd parties (gateway provider, website host, etc...) are to be handled by the awardee. More details requirements are noted in the RFP.
- **QUESTION #44:** Requirement 4.4.2.22 - Please provide detailed requirements and an example of expectations.
ANSWER TO QUESTION #44: SBBC desires a single point of contact for all questions regarding the online payment system, including site access, user accounts, and all transaction processing. Any interactions or disputes with 3rd parties (gateway provider, website host, etc...) are to be handled by the awardee. More details requirements are noted in the RFP.
- **QUESTION #45:** Requirement 4.4.2.35 - Please identify what is meant by "Capability to assign a transaction type". Please also identify how/if this would affect GP.
ANSWER TO QUESTION #45: See 4.4.2.26 for Activity Types. Activity types would not currently affect GP.
- **QUESTION #46:** Requirement 4.4.2.36 - Are donations limited to the whole dollar?
ANSWER TO QUESTION #46: Yes
- **QUESTION #47a:** Requirement 4.4.2.37 - What Single Sign-On type is being used by SBBC?
ANSWER TO QUESTION #47a: WS-FED and SAML



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- **QUESTION #47b:** Requirement 4.4.2.37 - Also, is a verifiable email address required?
ANSWER TO QUESTION #47b: **SSO correlates against Staff Users Personnel Number.**
- **QUESTION #47c:** Requirement 4.4.2.37 - Does the Awardee need to use a verification process upon account creation/order? Ex: two-step verification
ANSWER TO QUESTION #47c: **Account creations require multi-step approvals following verification of need.**
- **QUESTION #48:** Requirement 4.4.2.38 - Could products from the parent site and the employee site be purchased in the same order or would the employee have to create separate orders?
ANSWER TO QUESTION #48: **The intent of the employee site is to include all purchases available on the Parent Site, as well as items available to employees only.**
- **QUESTION #49a:** Requirement 4.4.2.39 - Would the service charge amount apply to transactions on both the parent site and the employee site?
ANSWER TO QUESTION #49a: **Yes**
- **QUESTION #49b:** Requirement 4.4.2.39 - If yes, would the amount be the same on both sites?
ANSWER TO QUESTION #49b: **Yes**
- **QUESTION #50:** Requirement 4.4.2.40 - Should the service charge amount be displayed to end-users as a separate line item or just included in the order total?
ANSWER TO QUESTION #50: **The service charge amount should be displayed as a separate line item.**
- **QUESTION #51:** Requirement 4.4.2.45 - What functionalities of the employee/parent web site should be made available through the SBBC Mobile App? Do you need an actual app, or would a responsive webpage be suitable?
ANSWER TO QUESTION #51: **The district prefers a native mobile application for iOS and android but would accept a site that is mobile device friendly.**
- **QUESTION #52:** Requirement 4.4.2.48 - Please provide additional details on what you mean by a new sandbox is required and how often this will be expected?
ANSWER TO QUESTION #52: **A sandbox environment with dates relevant to the training date must be available. Currently, training occurs once a month from August through February. Additional training dates may be scheduled as-needed.**
- **QUESTION #53:** Requirement 4.4.2.49 - When "resetting" a sandbox, will we be required to install a new sandbox, or take the existing back to original settings?
ANSWER TO QUESTION #53: **Typically, the sandbox is reset to contain dates relevant to when he training will occur.**



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- **QUESTION #54:** Requirement 4.4.2.50 - Please provide more information. Is this training from the Awardee to teachers or from BCBS to teachers?

ANSWER TO QUESTION #54: The hands-on training will be from awarded vendor to SBBC administration.

- **QUESTION #55:** Requirement 5.4 - Can the Awardee deposit a draft agreement with the proposal, as long as it does not contradict the RFP? Furthermore, does SBBC expect a fixed bid cost for this project?

ANSWER TO QUESTION #55: The standard terms and conditions are included within the RFP document including a sample contract. If you are unable or unwilling to comply with those terms and conditions, you need to address them specifically during the question and answer period.

- **QUESTION #56:** Requirement 7.2.4 - Please confirm whether the purchase contemplated herein is solely for services and will not be considered for "tangible property".

ANSWER TO QUESTION #56: SBBC is unsure of why the question refers to tangible property. This is a software and is therefore, not tangible. If you're question is according to the state of Florida definition, is this personal property, the answer is no.

- **QUESTION #57:** Requirement 7.14 - Since services will be delivered in phases, please confirm that Vendor's proposal can provide standard terms of payment. For example:

- Implementation services will be provided over several weeks and/ or months, and we normally get paid in various instalments to acknowledge for that.
- Ongoing fees such as maintenance and hosting are normally invoiced periodically, in advance.

ANSWER TO QUESTION #57: Vendor's proposal can contain implementation phases and milestones with deliverables that allow payment for work completed. Ongoing fees are generally paid periodically, either annually, monthly or quarterly – this can be defined in the Vendor's proposal as well.

- **QUESTION #58:** Requirement 7.36 - Is a Vendor aloud to append standard terms of use of its solution, an area that is normally not covered in standard templated contracts and which relate to how the system can be or not be used by SBBC

ANSWER TO QUESTION #58: The standard terms and conditions are included within the RFP document including a sample contract. If you are unable or unwilling to comply with those terms and conditions, you need to address them specifically during the question and answer period.

- **QUESTION #59:** Attachment I (Workers' Compensation) - We cannot find a reference in the document to this schedule. Is this required and if so, when?

ANSWER TO QUESTION #59: This form is not required until the contracting phase.

- **QUESTION #60:** Requirement 4.4.2.17 - Please provide example of student profile use, and specify information preferred in the profile (e.g., Name, Grade, and free/reduced status).



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ANSWER TO QUESTION #60: Student profiles are student identifiers. Profiles are used when searching for a student obligation in the TERMS system. The profile is used to connect obligations that might exist for a specific student. The following information is required when creating a student profile. (e.g. first 4 letters of Last Name, First Name, Date of Birth and Student Identification Number),

- **QUESTION #61:** Requirement 4.4.2.29 - To better estimate duration of implementation, can SBBC provide additional a general description or specifications of the integrations with Great Plains and TERMS?

ANSWER TO QUESTION #61: There isn't any integration between Great Plains and TERMS. There is a webservice that eStore utilizes to request/receive obligation data from TERMS. This same webservice is used to post payments to the obligation records in TERMS.

- **QUESTION #62:** Requirement 4.4.2.30 - Who is SBBC looking to have generate the daily exceptions report? Is the expectation for the vendor to have visibility into SBBC's system to see exceptions and identify discrepancies? Or is the requirement requesting assistance if SBBC identifies an exception or a discrepancy between the gateway provider & SBBC's accounting system (currently Great Plains)?

ANSWER TO QUESTION #62: In the current configuration, if an exception was encountered processing a request, an audit record is written to a table on the iSeries and sent back to Acelo. The intent was to let the eStore to take appropriate action.

- **QUESTION #63:** Requirement 4.4.2.31 - May we have clarification on this acknowledgement process? May we have more details of the anticipated integration process?

ANSWER TO QUESTION #63: The payment acknowledgement is written to the audit log by the webservice. Same process as above.

- **QUESTION #64:** Requirement 4.4.2.40 - Could you please provide a use case for this request? Is the district looking to looking for a way to waive fees on a student by student basis or fee by fee basis?

ANSWER TO QUESTION #64: The District shall have the discretion to increase or decrease the service charge, if deemed necessary.

- **QUESTION #65:** Requirement 4.4.2.44 - Is this strictly for parent support? Is this for the allowing of payments through mobile devices?

ANSWER TO QUESTION #65: This support shall be for all users. Yes.

- **QUESTION #66:** Does the district require or have interest in taking in-person credit card payments?

ANSWER TO QUESTION #66: The district already accepts credit card payments in-person.



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- **QUESTION #67:** Does SBBD have a centralized or decentralized administration of their payments system?
What is the number of each anticipated to be trained?

ANSWER TO QUESTION #67: The District has centralized administration of their current online payment system. It is anticipated that twenty (20) SBBC employees will be trained to use the system.

- **QUESTION #68:** Does each of the 236 buildings have their individual bank accounts or are bank accounts centralized?

ANSWER TO QUESTION #68: Each location has their own bank account.

- **QUESTION #69:** What is the anticipated Go-Live Date?

ANSWER TO QUESTION #69: Between July 2018 and June 2019.

- **QUESTION #70:** What is the anticipated Implementation Date?

ANSWER TO QUESTION #70: Between July 2018 and June 2019.