



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

CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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REVISED 10/15/18

09/18/18

Dear Prospective Bidders,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 19-051E Managed WAN Lit Service**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals in response to the attached RFP for **MANAGED WAN LIT SERVICE**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above 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:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See EXHIBIT A1 AND A2)

SBBC has implemented a Small/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 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on 9/25/2018, beginning at **1 PM** Eastern Time (ET), in Procurement and Warehousing Services, **Bid Room # 1 - 4**, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend. The conference will review RFP processes, policies and procedures. No technical requirements, questions or details will be addressed at this conference. All questions must be submitted in writing as specified in section 2.3.

- **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 K**, Statement of "No Bid" and 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 Clealand
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 19-051E MANAGED WAN LIT SERVICE



RFP Release Date:	Tuesday, September 18, 2018
Non-Mandatory Proposers' Conference: *	Tuesday, September 25, 2018
Proposers' Written Questions Due:	On or Before 5:00 p.m. ET Thursday, October 4, 2018 in Procurement & Warehousing Services Department
Answers to Questions Posted:	On or Before 5:00 p.m. ET Monday, October 15, 2018 via DemandStar & E-rate Productivity Center (EPC)
Proposals Due: *	On or Before 2:00 p.m. ET Tuesday, November 13, 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

**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 Director of EEO/ADA 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 EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

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	<p>The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p>REQUEST FOR PROPOSAL (RFP)</p>
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<p>DUE DATE: Proposals must be submitted to the Procurement & Warehousing Service Department, The School board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET):</p>	<p>RFP NO.: 19-051E</p>	<p>RELEASE DATE: 9/18/2018</p>	<p>PURCHASING AGENT: Harmoni Clealand Harmoni.clealand@browardschools.com</p>
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11/13/2018

Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed or emailed bids are not allowed and will not be considered for award.

<p>RFP TITLE: MANAGED WAN LIT SERVICE</p>

Note: Cost of Service Should be submitted in a sealed envelope along with, but separate, from the remainder of the 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 on a Flash Drive (which must be identical to the original proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM**, 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.

SECTION 1, REQUIRED RESPONSE FORM

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

<p>Proposer's (Company) Name and state "Doing Business As", where applicable:</p>	<p>"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.</p>
<p>Address:</p>	<p>P.O. Address:</p>
<p>City:</p>	<p>City:</p>
<p>State:</p>	<p>State:</p>
<p>Zip Code:</p>	<p>Zip Code:</p>
<p>Telephone Number:</p>	<p>Contact Person:</p>
<p>Proposer's Taxpayer Identification Number:</p>	<p>Contact Telephone Number:</p>
<p>E-Mail Address for POs:</p>	<p>Contact Person's E-Mail Address:</p>

Proposal Certification

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

Signature of Proposer's Authorized Representative

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

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 eligible E-rate WAN Lit Service as defined by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>).

SBBC is following the State Education Technology Directors Association's (SETDA) recommendations for bandwidth and requirements to maintain and upgrade (if required based on load) from their current level of service. The new service must begin on July 1, 2019, unless otherwise designated. SBBC has experienced significant bandwidth demand increases in the last five (5) years. SBBC's future plans includes the use of latency sensitive applications, upload reporting requirements and significant peaks in bandwidth demand. Throttling bandwidth and operating on a contended network for SBBC has been determined to be unacceptable based on the patron service plan.

With this in mind, SBBC is seeking options for a fully managed lit service WAN solution for the connections between individual SBBC schools/administrative locations and the District's hub. A full list of locations to be served is contained in the pricing sheet, Attachment H. The solution options should provide high availability, high bandwidth services that support data, voice and video simultaneously with no throttling or contention.

SBBC is the public education school system serving Broward County, Florida, which encompasses the greater Fort Lauderdale metropolitan area. SBBC is the nation's sixth (6th) largest school district, serving approximately 271,000 students in approximately 266 traditional schools sites and administrative office facilities. SBBC currently has approximately 32,000 employees. SBBC has one of the nation's largest technology-rich networks. SBBC has historically recognized that technology is crucial to the success of students and staff. The District's telecommunications solutions have been designed to support the enrichment of its teaching and learning environment, and the school system's administrative operational efficiency.

SBBC sites are currently interconnected via an E-rate eligible leased-managed MPLS (Managed Protocol Layered Switch) Ethernet solution. The network has over 266 sites connected to its wide area network. The school system, and the networks that support its voice, video and data requirements, span the entire geographical reach of Broward County. Additional information about Broward County Public Schools can be viewed at www.browardschools.com.

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on Tuesday, September 25, 2018 in the **Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 1 p.m. ET.**

The purpose of the Proposers' Conference is a briefing on purchasing processes, policies and procedures and not a technical briefing. All technical questions must be submitted through the Proposer Q&A process. Answers to all questions will be posted publically to DemandStar & the E-rate Productivity Center (EPC).

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, **Procurement & Warehousing Services Department** 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 via DemandStar and E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Questions must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/4/2018**. Questions received after this date and time will not be answered.

- 2.4 **Contract Term:** The purpose of this RFP is to establish contract(s) at set pricing commencing July 1, 2019, or date of award, whichever is later and concluding on June 30, 2022. Procurement & Warehousing Service Department will request a letter of intent to renew from each Awardee, prior to the end of the contract period, if renewal is being considered. The Awardee will be notified when the recommendation has been acted upon by the School Board.

The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. 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. This contract will have no cancellation fees / penalties for individual circuits at any time for the complete life of this agreement.

2.5 Service Credits:

Service credits shall be awarded according to the table below and credited on the next invoice.

Service Outage Credit Schedule	
Length of Service Performance Impact or Outage (Hourly) Based on Performance standard p/Hour	Credit is the following percentage of MRC
Less than four (4) Hours	No Credit
Four (4) hours to eight (8) hours	10%
Greater than eight (8) hours and less than twenty-four (24) hours	20%
Greater than twenty-four (24) hours and less than forty (40) hours	30%
Greater than forty (40) hours	50%

In the event of chronic service outages if such service measured over any Calendar Month experiences more than five Outages or more than 48 aggregate hours of Outages. SBCC may as its sole and exclusive remedy from chronic Outages, upon 30 days prior written notice to Service Provider, terminate the affected service without incurring any early termination charges associated with the affected service except for all usage charges accrued to the date of termination. SBCC must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right.

2.6 Price Adjustments: Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contracts. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal.

2.7 Submittal of Proposal: Submit proposals in accordance with Section 4.0. 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.

2.8 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”.

2.9 Procurement Objective: SBBC seeks to establish business partnerships with a company that will reliably and responsively provide the goods and services needed for the operation of its Wide Area Network using Digital Transmission Services as supported by E-rate. SBBC understands that some of the telecommunications services sought under this RFP may be services that are subject to State and/or Federal Regulatory controls. SBBC expects that Awardee subscribe to any and all

regulatory guidelines associated with any product, service, or solution SBBC procures under the terms and conditions of this contract.

SBBC shall not be bound by any terms, conditions or contracts included in any Proposer's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with, or in addition to, the terms and conditions contained in this solicitation, or any SBBC purchase order related to this solicitation or contract.

If the Proposer objects to any term or condition in the RFP, It is grounds for elimination from consideration for award of this RFP. If a Proposer is unclear as to any terms and/or conditions in this RFP, an opportunity to clarify is provided by submitting questions in writing.

- 2.10 **Universal Service Funds:** SBBC will apply for Universal Service Funds discounts. The Universal Service Fund (E-rate) discount is a discount on telecommunication services contracted for eligible K-12 schools. With approved eligibility, SBBC will only have to pay for a portion of the cost for acquiring and using these goods services. SBBC's discount is approximately 80% upon award by Schools and Libraries Division, but this amount will vary from year to year over the term of this contract. SBBC requires Awardees to be a registered service provider with Schools and Libraries Division and be an active participant in the E-rate program for the duration of the contract. Additional information on Universal Service Fund is available at <https://www.usac.org/sl/default.aspx> .

SECTION 3, CALENDAR

- Tuesday, September 18, 2018 Release of RFP 19-051E
- Tuesday, September 25, 2018 Non-Mandatory Proposers' Conference (See Section 2.2)
- Thursday, October 4, 2018 Written questions due on or before 5:00 p.m. ET
in Procurement & Warehousing Services Department
- Monday, October 15, 2018** Answers posted on or before 5:00 p.m. ET via Addendum
to DemandStar and to the E-rate Productivity Center (EPC)
- Tuesday, November 13, 2018 *Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Services Department.
Proposal opening will be at
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- Wednesday, November 28, 2018 *Evaluation Committee reviews proposals and determines which
Proposers will be asked to provide presentations.
Meeting to be held at
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704 at 9 a.m. ET
- December 3 – 7, 2018 *Vendor Presentations
- Monday, December 10, 2018 Posting of Recommendation

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

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

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.0 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 11/13/2018** 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: 19-051E MANAGED WAN LIT SERVICE.**

Note: Cost of Services (hard-copy printout of Attachment H) 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** will constitute the original governing documents. The **electronic version (in PDF and Excel) on a Flash Drive** should be identical to the original proposal, including the **REQUIRED RESPONSE FORM** (Section 1), 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 version, the **original** hard-copy proposal will be the governing document. Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the outer packaging (utilize **Attachment J**).

SBBC will seek reimbursement through the Federal E-rate program for services and equipment provided by the winning respondent under this procurement. Respondents should mark as "confidential" any material in the respondent's proposal that should remain confidential through the procurement process. The winning respondent's proposal, including pricing and technical details, are subject to public record requirements of SBBC, the State of Florida and the Federal E-rate program.

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 clear identification of the material by section and subsection number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** Section 1 of this 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.

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and Section 4.4.2 shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. **Utilize the Additional Info tab in the Excel Spreadsheet (Attachment H) to explain if your answer is a yes, but with deviations. Clearly identify any deviations or exceptions.**

4.2 **Minimum Eligibility:** In order to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal.

Section	DESCRIPTION	Can your firm comply with this requirement? Indicate Yes or No in this column
GENERAL MINIMUM REQUIREMENTS		
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
 Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

4.4 **Evaluation Criteria** - This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation point values established in Section 5.0. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. 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 Experience and Qualifications – (Maximum 30 allowable points)** Proposers must submit complete responses for each item below as part of their proposal.

4.4.1.1 **Executive Summary:** Respondents should emphasize three major topics in their executive summary. First: value/cost-effectiveness of their proposal. The E-rate program requires that cost be the highest weighted factor in evaluations. Second: highlight the respondent's ability to meet the technical requirements of the RFP. Adherence to monthly, per circuit Service Level Agreement standards with current clients should be emphasized. Third: highlight the respondent's operational competencies. Emphasize the qualifications and the roles of the team that will be assigned to the SBBC WAN project. Additionally, emphasize the approach the vendor takes to providing 24/7/365 support for the network and how the respondent treats outages and performance impairments.

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

4.4.1.3 **Organizational Profile:** Submit detailed (no more than two (2) pages) including the following details:

- a) Size of organization
- b) Number of years in business, including operation under other firm names
- c) Evidence of the extent to which the Proposer is engaged in the K-12/education market vertical with districts of similar size and scope
- d) Brief information about the individual(s) that will have a leadership role in the delivery and supervision of this engagement Profile and responsibilities of respondent representatives, sales system engineering staff, supervisors, maintenance and support staff highlighting experience in the education vertical. Please include reference to applicable industry certifications.

4.4.1.4 **Performance and Reliability Measures:** From the last twelve (12) months, provide statistical information and/or substantiated descriptive narration regarding each of the following performance indicators that apply to the RFP and solution being proposed. Proposals will be awarded the highest point levels in those cases where the Proposer most clearly describes a favorable performance and reliability environment for their company's business relations and the goods or services being proposed.

- a) Service Level Performance statistics
- b) Repeat/Renewal customers
- c) Minimal customer churn
- d) On-time delivery
- e) Mean Time Between Failures (MTBF) of equipment
- f) Applicable product or industry certifications, including manufacturing facility certification
- g) Applicable ISO certification(s)

- h) Disaster Recovery and Business Continuance Support Services
- i) Recall Occurrences
- j) Support Response Time
- k) Environmental sensitivity

4.4.1.5 **Other Value Added Benefits:** SBBC seeks to enter into a contract with a business partner that offers not only the best solution and best price, but also offers other benefits that improve efficiency, cut costs, and increase operations quality. To this end, Proposers are encouraged to briefly, but completely, describe any other aspect of their company profile and business delivery models that the Proposer feels would be a benefit to SBBC. Examples might include:

- a) Degree to which the Proposer provides enhanced product support and how product line and support services may provide the lowest, most effective total cost ownership for SBBC
- b) Proposer's ability to streamline product ordering and service invoicing
- c) Proposer's ability to provide design and other professional services without direct service fees-depth of corporate resources
- d) Offers that improve the skill sets of SBBC staff and enhance their professional development
- e) Advantageous proximity of distribution and support facilities
- f) Specific support for enterprise business continuity efforts
- g) Proposer's experience in assisting with E-rate program integrity assurance (PIA), audit and reimbursement filings

4.4.1.6 **Similar Experiences and References:** Provide three (3) examples verifying that the Proposer has a minimum of five (5) years in the Last 10 years of experience managing the installation of communications infrastructure in complex, multi-building large campus environments. For each reference, provide the customer name, contact name, title, telephone number, contract dates and a description of the scope of work delivered. Utilize **Attachment G** for delivery of this information. References should be from Proposer's clients since 2013. References from current clients are optimal.

4.4.1.7 **Partners in Engagement:** Identify any other firms, dealers, resellers, distributors, etc. that Proposer intends to utilize to fulfill the value-added service requirements (for example: installation, warranty service, helpdesk support, etc.) of this equipment.

4.4.2 Technical and Operational Specifications – (Comply/ Not Comply) Clearly describe how the Proposer can accomplish each of the following minimum specifications below. A respondent's "No" response or a respondent's "Yes" response with qualifications will serve as justification for SBBC to disqualify respondent's proposal at SBBC's sole discretion.

Section	DESCRIPTION	Can your firm comply, meet and/or exceed minimum requirement? Indicate Yes or No in this column
MINIMUM MUST INCLUDE ALL OF THE FOLLOWING:		
4.4.2.1	Respondent must be eligible telecommunication providers who are capable of providing telecommunication services under the Universal Service Support Mechanism.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.2	SBBC must have guaranteed Lit Transport Bandwidth between the endpoints and SBBC's hub (upload and download) of 1 Gbps, up-gradeable to 10 Gbps with Service Level Agreement (SLA) guarantees	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.4.2.3	Prices must be all inclusive. All inclusive means: including all non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC). Non-Recurring Costs can be separated from Monthly Recurring Costs in the quoted rates for Lit Services as the Federal E-rate program allows SBBC request payment of discount portion of NRC in the first year of service.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.4	All lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each link. The net-work must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.5	Required web portal or local monitoring of all circuits.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.6	Service Provider management of equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.7	Must provide response time for outages	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.8	Must provide 99.99% guaranteed uptime on a monthly basis by circuit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.9	There is no right to rate limit or throttle the capacity of the circuit at any time	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.10	Symmetrical upstream and downstream bandwidth to the required levels	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.11	Network Latency Commitment <20 milliseconds roundtrip	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.12	Network Jitter Commitment <5 milliseconds	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.13	Bit-Error Rate commitment <0.25% between circuit endpoints	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.14	Mean Time-To-Repair for outages <4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.15	A published service escalation list and service escalation flow chart	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.16	This contract will have no cancellation fees / penalties for individual circuits at any time for the complete life of this agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.17	The ability to provide a class of Service (COS) related to the chart below. COS1 – 10% Urgent Real Time Apps <ul style="list-style-type: none"> • Avaya VOIP Voice Traffic • Some Executive Conferencing like Cisco • TelePresence where lip effect is important COS 2V – 39% Other Video Conferencing <ul style="list-style-type: none"> • Edu Video Streaming (IPTV) 	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<ul style="list-style-type: none"> • Security Video Cameras • Multicast 239.192.X.X/15 • Multicast 239.194.X.X/16 <p>COS 2 – 15% Non Edu Video Streaming</p> <ul style="list-style-type: none"> • Internet Video Streaming • Other Business Critical Data • Multicast 239.195.X.X/16 <p>COS 3 – 39% Transactional Data</p> <ul style="list-style-type: none"> • Any traffic to DC Server VLANs • Traffic to DMZ segments • Traffic to testing websites <p>COS 4 – 5% Non-Critical Business Data</p> <p>COS 5 – 0% Scavenger</p> <ul style="list-style-type: none"> • Non Related to Business Applications 	
4.4.2.18	The ability of providing 160 GB capacity at our Centralized Data Center, located at 7720 W. Oakland Park Blvd, Sunrise, FL 33351 for WAN connectivity to Broward Schools network	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.19	Multicast traffic of 12MB per site with increased capacity using a model for example of 200MB at our host router location as well as 50mb at two additional sites or more within our WAN.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.20	SBBC will provide a phone number / land line for remote access via vendor supplied OOB Modem which is expected as a backup by the vendor to manage network based routers / network equipment. This gives the managing vendor backup connectivity to the devices that reside on our WAN at each sites location. This access is for connectivity to the router / equipment if not reachable via primary methods and for use to verify power as well as to make configuration changes, restart equipment and to use in troubleshooting.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.21	<p>The ability to provide an SLA Agreement with reporting per month using the chart below:</p> <p>Service outage</p> <ul style="list-style-type: none"> • Less than 45 min – No credit • Forty-five (45) Min to four (4) hours – 5% • Greater than four (4) hours and less then eight (8) hours – 10% • Greater than eight (8) hours and less than (12) hours and less than sixteen (16) hours – 20% • Greater than Sixteen (16) hours and less than twenty-four (24) hours – 35% • Greater than twenty-four (24) hours – 50% 	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2.22	Must be able to have WAN circuits and equipment for all identified sites implemented and cut over to this service by June 30, 2019	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.4.3 Cost of Services - (Maximum 50 allowable points) Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft Excel spreadsheet called Attachment H on DemandStar & E-rate Productivity Center (EPC). Failure to complete the pricing spreadsheet will result in disqualification of the proposal. Evaluation of score will be based on the three (3) year total cost. The Excel pricing spreadsheet specifies the exact cell that will be used for calculation purposes.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost solution 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 **50** points, which is the maximum number of points allotted for the

criteria. Proposer B would earn **33.5** points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 50$ maximum points = 16.5 points less.

4.4.4 Presentation - (Maximum 10 allowable points) After the sum of all scoring points minus presentation; Proposers with the highest points that are less than or equal to 10 points of leading proposal (highest score) will be invited to a Committee Presentation review.

The presentation is "open forum"; SBBC will be submitting questions to the qualified Proposer so they can include responses in the presentation.

4.4.6 SBE Participation (Maximum 10 allowable points) The SBBC Supplier Diversity Outreach Program administers a Supplier Diversity Outreach Program (SDOP). SBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBE firms that are participating on this project must be listed on the *S/M/WBE Subcontractor Participation Schedule* located in **Attachment A** of this bid package. **SBE participation is strongly encouraged.** If the Proposer is SBE - Certified by SBBC, the Proposer should also be listed on the S/M/WBE Participation Schedule.

SBE 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 SBE Certification or to view the current list of SBBC-Certified firms, 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 small, 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.

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>

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 10 Points will be awarded based on the evaluation criteria 4.4.4.1.		Maximum Points
4.4.4.1	<p>The Proposer shall identify each SBBC-Certified SBE firm, if any, that will be utilized by completing the Small/Minority/Women Business Enterprise (S/M/WBE) Participation Form and Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement 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.</p> <p>Indicate the extent and nature of the SBE'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 SBE firm(s) in connection with this proposal. Provide proof, in writing, that each proposed firm to be utilized as an SBE 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 SBE 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.</p>	10
		0
4.4.4.2	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 Small/Minority/Women Business Enterprise (S/M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or	Yes_____

	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 SBE(s) received payment or not, until all committed remuneration has been received by the SBE(s). <u>State your willingness to comply with this requirement.</u>	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 ____

SECTION 5, EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 4.2 and 4.4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	30
B. Cost of Services	50
C. Supplier Diversity & Outreach Program	10
D. Presentation	10
TOTAL	100

The SBBC shall award a maximum of ten (10) points for SBE Participation as listed in the *10-Point Table for SBE Participation* below. At the time the proposal is submitted, the Proposer shall identify all SBE firms, if any, which will be utilized by using the Small Business Enterprise (SBE) Subcontractor Participation Schedule and Statement of Intent to Perform as a S/M/WBE Subcontractor. The Statement 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	
Percentage	10 Points

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 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Purchasing Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: S/M/WBE Evaluation: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with section 4.4.6 and the information requested and described further in Attachment A. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 3: Cost Evaluation: SBBC's Procurement & Warehousing Services Department will assign point values to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.4.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: RFP Evaluation Committee: This step evaluates the strengths of the companies that have responded to the RFP and technical functionality proposed. The RFP Evaluation Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with section 4.4.1 and Technical and Operational Specifications section 4.4.2. Finally, qualifying Proposers will be invited to the present to the RFP Evaluation Committee as described herein.

The scores earned by each Proposer will be averaged (for sections scored by committee) and combined. Award recommendation will be based on highest score to a single Proposer, with the second highest scoring Proposer being the alternate.

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). The negotiation process is not intended to allow Proposers to alter their proposal and/or the related certified agreement submitted with the proposal to its terms and conditions. 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 approve only the Proposer that has complied with the terms, conditions and requirements of the overall RFP and approval will be based on the tabulation recommendation. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as Attachment "D") shall be prepared for execution by the Awardee and The School Board, upon approval by the School Board. **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 **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**, 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 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this 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 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this RFP, as no personal property is being purchased.

6.6 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify AWARDDEE 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 AWARDDEE 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"). AWARDDEE 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. AWARDDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDDEE in the defense of such Infringement Claims.

6.7 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

- 6.7.1 **Acceptance:** SBBC 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.
- 6.7.2 **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:
- 6.7.2.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 6.7.2.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).
 - 6.7.2.3 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.
 - 6.7.2.4 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.
 - 6.7.2.5 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.
 - 6.7.2.6 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. 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.
- 6.8 **SBBC CONSTRUCTION REQUIREMENTS:**
- 6.8.1 Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Additional information may be found at: <https://webappe.browardschools.com/buildingdepartment/>
 - 6.8.2 Pursuant to the Florida State Requirement for Educational Facilities (SREF) and SBBC policy 7003.1, only pre-qualified contractors are authorized to perform construction work on SBBC sites, locations or property. Proposers can become pre-qualified by following the process located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>
 - 6.8.3 Awardee shall comply with SREF, Florida Building Codes and SBBC building codes. For more information about SBBC building design standards, please use the link below: <http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>
 - 6.8.4 Awardee is responsible for re-inspection fee (assessed by SBBC) should any inspection fail.
- 6.9 **BOND:** All new fiber construction may require a bond in the amount of 10% of the proposed new construction costs and will be retained if Awardee does not adhere to negotiated construction timeline.

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 AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- 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 OR EMAILED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** 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 (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- ~~7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished 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. Section 7.6 does not apply.~~

- 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 B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - The RFP; then
 - Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all 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 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 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.**

- 7.26 **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 CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **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,
- 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.
- 7.37 **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 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women 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 prior to submission of bid proposal.](#) **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.**
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- 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/secle/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**

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.

- 7.40 **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 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.**

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.

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 filing will not be acceptable for the filing of bonds.

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

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. (CONTINUED)...

- 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.
- 7.56 **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

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.

- 7.57 **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 4 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.

7.58 **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.

7.59 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

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

7.60 **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.

be recorded on The School Board of Broward County's website, www.browardschools.com.

- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.61 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.

7.62 PUBLIC INSPECTION OF PROPOSALS: Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

SECTION 8, FORMS AND ATTACHMENTS

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


ATTACHMENT A, S/M/WBE

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

1. S/M/WBE MONTHLY 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. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

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 style="width: 100px;" 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					%	\$

3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR

Document Link: [Click Here](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf) http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #: _____
CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document Link: [Click Here](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101119_v5.pdf) http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE: _____

CONTACT INFORMATION			
Solicitation Title:	_____		
Solicitation #:	_____		
Prime Contractor:	_____		
Contact Person:	_____		
Phone #:	_____	Email:	_____

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were

- 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.html>

ATTACHMENT B, CONFLICT OF INTEREST

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

MUST BE COMPLETED BY ALL BIDDERS

In accordance with General Condition 7.15, 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	_____ Vendor Name
_____ Name of Official	_____ Business Address
_____ City, State, Zip Code	

ATTACHMENT C, DRUG FREE WORK PLACE

DRUG FREE WORK PLACE

VENDOR NAME:

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 D, SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](#)

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

Sample Agreement Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

ATTACHMENT E, DEBARMENT

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

MUST BE COMPLETED BY ALL BIDDERS

VENDOR NAME:

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.

Managed WAN Lit Service

19-051E

RFP TITLE

RFP NUMBER

Name(s) of Authorized Representative

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT E, DEBARMENT INSTRUCTIONS

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 voluntary 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 F, WORKERS' COMPENSATION
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:



ATTACHMENT G, REFERENCES

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.

MUST BE COMPLETED BY ALL BIDDERS

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Scope of Work: _____
Size of Reference 1: _____

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Scope of work: _____
Size of Reference 2: _____

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Scope of work: _____
Size of Reference 3: _____

ATTACHMENT H, PRICING

PROPOSAL PRICING SHEET (S)

THIS ATTACHMENT IS AN EXCEL SPREADSHEET AND HAS BEEN INCLUDED WITH THIS RFP DOCUMENT.

THE EXCEL SPREADSHEET FORM IS TO BE FILLED OUT ELECTRONICALLY, NO HANDWRITTEN PRICING SUMMARY SHEETS WILL BE ACCEPTED.

NOTE: Excel documents have multiple tabs. All tabs should be reviewed.

SPREADSHEET: Vendor **MUST** fill out the attached Pricing Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: The Excel Spreadsheet contains **FOUR (4)** tabs. Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

1. Company Representative – Must be completed by Proposer
2. LIT Cost Per Site – Must be completed by Proposer
3. Additional INFO – Completed by Proposer, as needed
4. Cost Summary
5. SBBC Site Listing (REVISED 10.15.2018)

ATTACHMENT I, SURETY BOND Not Applicable

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 Obligee, 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 Obligee 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 J, LABEL

MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: **19-051E (WAN LIT SERVICE)**

VENDOR NAME:

ATTACHMENT K, NO BID RESPONSE FORM

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: 19-051E Title: Managed WAN Lit Service

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ 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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Heather P. Brinkworth, Vice Chair

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Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

9/20/2018

ADDENDUM NO. 1

RFP 19-051E

BID NAME Managed WAN Lit Service

TO ALL PROPOSERS:

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

- Section 7 formatting was off slightly making the content not flow properly.

Delete: Section 7 on pages 21 - 26 **Insert:** Section 7 on Pages 21 - 26 (Updated)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of RFP 19-041E, Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III

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 AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The **"Required Response Form"** must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- 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 OR EMAILED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the **"Opinion of Out-of-State Bidder's Attorney on Bidding Preferences"** form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** 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 (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** ~~Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished 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.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - The RFP; then
 - Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all 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 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 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 CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **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 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women 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 prior to submission of bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- 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/secce/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)...

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, 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.
- 7.51 **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.
- 7.52 **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.
- 7.53 **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.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.55 **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) 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;
- b) The Broward County Certified Minority/Women Business Enterprise vendor;
- c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- d) The Florida Certified Minority/Women Business Enterprise vendor;
- e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- h) 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.
- 7.56 **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.
- 7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*
- 7.58 **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.

7.59 **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.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.



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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Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

10/15/2018

ADDENDUM NO. 2

RFP 19-051E

BID NAME Managed WAN Lit Service

Please disregard previous document posted on Demandstar dated 10/15/2018 labeled as Addendum 1.

TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received and below are the resulting updates to the RFP.

Delete: Section 4.1 on page 9

Delete: Attachment H, Pricing on page 36

Delete: Attachment I, Surety Bond on pg37

Insert: Section 4.1 on Page 9 (Revised)

Insert: Attachment H, Pricing on page 36 (Revised)

Insert: Attachment I, Surety Bond NOT APPLICABLE on
pg 37 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of RFP 19-051E Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III



➤ **QUESTION #1:**

The proposal certification (page 4 of 39) includes a statement that “Proposer agrees to be bound to any and all specifications, terms and conditions contained in the RFP”. We understand the desire for all exceptions to RFP requirements to be handled through the question and answer period. However, it is likely that some issues will remain or be discovered even after the Q&A period ends, and the Certification as worded would seem to leave a vendor with no option but to no-bid, if issues remain. How can a Vendor with valid issues – which may be advantageous to SBBC - indicate the existence of those issues and still bid on the opportunity?

ANSWER TO QUESTION #1:

SBBC has and will maintain **the option** to reject all bids that do not meet the specifications outlined in the RFP. If a Respondent proposes partial relief or waiver of specific requirements, the vendor should outline the reasoning and the advantages to SBBC of this proposed partial relief or waiver. SBBC will consider this reasoning in making its determination to consider or disqualify the proposal. Any waiver of requirements will apply to **all proposals, in accordance with E-rate guidance.**

However, Respondents should keep in mind, that fair and open competitive bidding is a bedrock of the E-rate program and if any waiver of requirements is granted, may be considered a compromise of fair and open competitive bidding, SBBC will not waive the requirement.

➤ **QUESTION #2:**

Section 2.4 (page 5 of 39) and Section 4.4.2.16 (page 12 of 39) provides that the “contract will have no cancellation fees/penalties for individual circuits at any time for the complete life of this agreement.” In exchange for significantly reduced pricing, would SBBC be willing to consider the following: (1) termination for convenience or for non-appropriations of the entire contract is permitted, with no early termination fee; (2) for individual circuits there is a 12-month minimum service period with 50% ETF, provided, however, that SBBC has the flexibility to disconnect a specified number of circuits with no early termination charges.

ANSWER TO QUESTION #2:

Service Providers can propose alternative cancellation fee structures. SBBC may reject these proposals as non-compliant.

➤ **QUESTION #3:**

Would SBBC accept an alternative bid that would meet its goals for this procurement and simultaneously save SBBC money? If so, will SBBC update the Pricing Sheet to provide flexibility for alternative solutions?

ANSWER TO QUESTION #3:

In their proposal, Respondents can propose alternative bids and alternative Pricing Sheets in the supporting documents section of the response, in addition to the primary response. SBBC may reject these proposals as non-compliant.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

➤ **QUESTION #4:**

Does requirement 2.5 (page 6 of 38) supersede requirements 4.4.2.21 (page 13 of 39)?

ANSWER TO QUESTION #4:

SBBC acknowledges the conflict and 4.4.2.21 is established as the standard.

➤ **QUESTION #5:**

Can SBBC clarify the differences between requirements 2.5 (page 6 of 38) (service credits) and 4.4.2.21 (page 13 of 39) (SLA reporting chart)? Is the service outage credit table required, or will SBBC make 4.4.2.21 read the same as requirements 2.5?

ANSWER TO QUESTION #5:

SBBC acknowledges the conflict and 4.4.2.21 is established as the standard.

➤ **QUESTION #6:**

Section 4.4.1.2 (page 10 of 39) requires a vendor to provide a statement regarding litigation or regulatory action. This is a monumental task for a global company. Can this statement be limited to litigation involving similar school districts or limited in some other way?

ANSWER TO QUESTION #6:

The statement of litigation or regulatory action is not discretionary and must be provided by all Respondents. A statement which complies with all requirements Article 4.4.1.2 and which concerns litigation or regulatory action filed against the Respondent within the State of Florida would be responsive.

➤ **QUESTION #7:**

Section 6.6 (page 19 of 39) and section 7.19 (page 22 of 39) of the General Conditions requires indemnification of infringement claims. Is SBBC amenable to including industry standard exceptions: i.e., where the alleged infringement arises out of or results from (1) Customer's or a User's content; (2) modification the Service by Customer or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (3) AT&T's adherence to Customer's written requirements; or (4) use of a Service in violation of this Agreement.

ANSWER TO QUESTION #7:

No, SBBC is not willing to negotiate this.

➤ **QUESTION #8:**

Can SBBC adjust the latency requirement of 4.4.2.11 (page 12 of 39) from 20ms to 30ms?

ANSWER TO QUESTION #8:

SBBC will not lower the latency requirement.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

➤ **QUESTION #9:**

Requirement 4.4.2.21 (page 13 of 39) provides for various SLAs. Will SBBC consider using industry standard SLAs?

ANSWER TO QUESTION #9:

These are short-run point-to-point WAN Transport circuits in most cases. Given this, SBBC believes these SLA standards are appropriate.

➤ **QUESTION #10:**

Can Section 7.14 (page 22 of 39) be revised to make clear that the Florida Local Government Prompt Payment Act applies to this transaction?

ANSWER TO QUESTION #10:

That law will govern over any conflicting RFP provision.

➤ **QUESTION #11:**

Section 7.18.1 (page 22 of 39) provides that the decision of SBBC will be final and binding on the parties. Will SBBC clarify that its decision will not prejudice the rights of the vendor in subsequent litigation?

ANSWER TO QUESTION #11:

It could.

➤ **QUESTION #12:**

Section 7.24 (page 23 of 39), please clarify if the vendor will be responsible for obtaining licenses and permits required for its work at its costs, and that SBBC will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

ANSWER TO QUESTION #12:

As it clearly states, this section applies **only to SBBC school property**. The Awardee is required to acquire and pay for any permits, easements, rights-of way or other consents outside of school property.

*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.*

➤ **QUESTION #13:**

Section 7.37 (page 23 of 39) and 7.60 (page 25 of 39) of the General Conditions provides for application of SBBC Information Security Guidelines. Vendor has developed and maintains a Security Policy that is



a comprehensive set of security control standards based in part on leading industry security standards (e.g., COBIT, ISO/IEC 27001:2005, etc.). Vendor's Security Policy encompasses all functions and services within the business, including network operations centers, all Vendor IDCs, and Vendor's Hosting & Cloud Services. Making any changes to the Security Policy could jeopardize the certification of this policy. Given the dynamic environments that Vendor supports, the Security Policy content is continually re-evaluated and modified as industry standard evolve and as circumstances require, and in most cases will exceed the requirements of SBBC Information Security Guidelines. We request that the negotiation of language would permit the Vendor's Security Policy compliance rather than the language of Section 7.37.

ANSWER TO QUESTION #13:

The security guidelines serve as minimums, however bidders are able to exceed the minimums, at their discretion.

➤ **QUESTION #14:**

Section 7.55 (page 25 of 39) of the General Conditions requires a vendor to reduce the price of the service if the Awardee bids the same products and/or services a lower price than offered to SBBC or reduces the price of the product or service. Can the words, "to similar sized school districts in the State of Florida which have similar terms and contractual conditions", or similarly negotiated language? The E-Rate rules recognize that pricing is dependent upon the related terms and conditions.

ANSWER TO QUESTION #14:

SBBC will not waive this requirement.

➤ **QUESTION #15:**

Attachment D (page 31 of 39) Section 2.05 of the Sample Agreement permits SBBC to inspect Vendor records. Is SBBC agreeable to adding language that such inspection shall take place no more frequently than once per year, unless an inspection demonstrates the reasonable need for a more frequent inspection?

ANSWER TO QUESTION #15:

No, this is not agreeable to SBBC.

➤ **QUESTION #16:**

Attachment D (page 31 of 39) Section 2.05 and Section 6.4 (page 19 of 39) are in conflict of each other. Will SBBC consider negotiating section 6.4?

ANSWER TO QUESTION #16:

Section 2.05 is from the Sample Agreement and overrides the RFP.



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➤ **QUESTION #17:**

Attachment D (page 31 of 39) Section 3.14 of the Sample Agreement provides for venue in the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Can the language be expanded to include, in an appropriate case, the United States District Court for the Southern District of Florida?

ANSWER TO QUESTION #17:

Yes, this change is legally acceptable.

➤ **QUESTION #18:**

Acceptable Use Policy. Is SBBC agreeable to including an industry standard Acceptable Use Policy for traffic that connects to the Internet?

ANSWER TO QUESTION #18:

The RFP requires no specific terms and conditions for an Acceptable Use Policy. The Respondent should include their standard in their response.

➤ **QUESTION #19:**

Attachment D (page 31 of 39). The Sample Agreement lacks an industry standard "limitations of liability/disclaimer" clause. Is SBBC agreeable to including or negotiating standard Limitation/Disclaimer similar to the language contained at Section 2.11 and 2.12 of an existing Agreement with SBBC?

ANSWER TO QUESTION #19:

No, SBBC is not willing to negotiate this.

➤ **QUESTION #20:**

Is the Attachment I (page 37 of 39), Surety Bond, required as part of the RFP response submission?

ANSWER TO QUESTION #20:

No, the Surety Bond is not required as part of the response submission.

➤ **QUESTION #21:**

Does the Firewall need to be a redundant pair for high availability or a single unit?

ANSWER TO QUESTION #21:

SBBC specifications for Firewall are in sections 4.2.19 to 4.2.32 of the ISP Service RFP (FCC Form 470# 190001224). It is not anticipated that Firewall Service specifications are applicable to the WAN.

➤ **QUESTION #22:**

Would SBBC be agreeable to negotiating Insurance Requirements?

ANSWER TO QUESTION #22:



SBBC fully anticipates that our vendor's insurance limits and financial strength will exceed our minimum requirements. We ask for minimal limits for all vendors in order to be fair and impartial but also to prevent customizing requirements due to the enormous volume of vendors a district our size has.

With that said, we will make some changes as it still remains to mention that these are "minimum" insurance requirements.

Just to be clear, the awarded vendor must maintain current coverage throughout the term of the agreement, as all vendors in doing business with SBBC.

➤ **QUESTION #23:**

Can the location information used to produce the Google Map of SBBC sites be shared with Respondents?

ANSWER TO QUESTION #23:

The information used to produce the Google Map is contained in the "SBBC Sites" tab of the Excel Pricing spreadsheet.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.0 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 11/13/2018** 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: 19-051E MANAGED WAN LIT SERVICE.**

Note: Cost of Services (hard-copy printout of Attachment H) 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** will constitute the original governing documents. The **electronic version (in PDF and Excel) on a Flash Drive** should be identical to the original proposal, including the **REQUIRED RESPONSE FORM** (Section 1), 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 version, the **original** hard-copy proposal will be the governing document. Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the outer packaging (utilize **Attachment J**).

SBBC will seek reimbursement through the Federal E-rate program for services and equipment provided by the winning respondent under this procurement. Respondents should mark as "confidential" any material in the respondent's proposal that should remain confidential through the procurement process. The winning respondent's proposal, including pricing and technical details, are subject to public record requirements of SBBC, the State of Florida and the Federal E-rate program.

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 clear identification of the material by section and subsection number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** Section 1 of this 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.

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and Section 4.4.2 shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. **Utilize the Additional Info tab in the Excel Spreadsheet (Attachment H) to explain if your answer is a yes, but with deviations. Clearly identify any deviations or exceptions.**

4.2 **Minimum Eligibility:** In order to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal.

Section	DESCRIPTION	Can your firm comply with this requirement? Indicate Yes or No in this column
GENERAL MINIMUM REQUIREMENTS		
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
 Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

ATTACHMENT H, PRICING

PROPOSAL PRICING SHEET (S)

THIS ATTACHMENT IS AN EXCEL SPREADSHEET AND HAS BEEN INCLUDED WITH THIS RFP DOCUMENT.

THE EXCEL SPREADSHEET FORM IS TO BE FILLED OUT ELECTRONICALLY, NO HANDWRITTEN PRICING SUMMARY SHEETS WILL BE ACCEPTED.

NOTE: Excel documents have multiple tabs. All tabs should be reviewed.

SPREADSHEET: Vendor **MUST** fill out the attached Pricing Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: The Excel Spreadsheet contains **FOUR (4)** tabs. Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

1. Company Representative – Must be completed by Proposer
2. LIT Cost Per Site – Must be completed by Proposer
3. Additional INFO – Completed by Proposer, as needed
4. Cost Summary
5. SBBC Site Listing (REVISED 10.15.2018)

ATTACHMENT I, SURETY BOND Not Applicable

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 Obligee, 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 Obligee 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