



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

REVISED 03-07-19

February 11, 2019

The School Board of
Broward County, Florida

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 19-123E Intercom Enhancements and Maintenance**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for intercom enhancements and maintenance. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications 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 must go through the Purchasing Agent.

No other School Board or staff member(s) 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 Section 4.4.4 & Attachment A)

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>.

- **REQUIRED RESPONSE FORM**

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

- **PROPOSAL SUBMITTAL FORMAT**

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

- **DUE DATE**

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

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions please email me at the email address stated above.

Harmoni Clealand
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 19-123E

INTERCOM ENHANCEMENTS AND MAINTENANCE



RFP Release Date: Monday, February 11, 2019

Written Questions Due: On or Before 5:00 p.m. ET
Thursday, February 14, 2019
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
Friday, March 8, 2019
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

TABLE OF CONTENTS

SECTION 1 – REQUIRED RESPONSE FORM.....	4
SECTION 2 – INTRODUCTION AND GENERAL INFORMATION.....	5
SECTION 3 – CALENDAR	7
SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL	8
SECTION 5 – EVALUATION OF PROPOSALS	13
SECTION 6 – SPECIAL CONDITIONS	15
SECTION 7 – GENERAL CONDITIONS	19
SECTION 8 – FORMS AND ATTACHMENTS	25
ATTACHMENT A – S/M/WBE FORMS	26
ATTACHMENT B – CONFLICT OF INTEREST	27
ATTACHMENT C – FLORIDA BIDDER’S PREFERENCE	28
ATTACHMENT D – W-9 FORM.....	29
ATTACHMENT E – DRUG FREE WORK PLACE	30
ATTACHMENT F – SBBC SAMPLE AGREEMENT.....	31
ATTACHMENT G – DEBARMENT.....	32
ATTACHMENT G – INSTRUCTIONS FOR CERTIFICATION	33
ATTACHMENT H – ACH FORM.....	34
ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT	35
ATTACHMENT J – REFERENCES.....	36
ATTACHMENT K – PROPOSAL PRICING SHEETS.....	37
ATTACHMENT L – SURETY BOND (NOT APPLICABLE).....	38
ATTACHMENT M – MAILING LABEL.....	39
ATTACHMENT N – NO BID.....	40
ATTACHMENT O – SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS	41
ATTACHMENT P – SCENARIO MAP.....	49



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

REQUEST FOR PROPOSAL (RFP)

Harmoni Clealand
754-321-0539

INTERCOM ENHANCEMENTS AND MAINTENANCE

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

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 must be IDENTICAL to the original Proposal**, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

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).

Proposer's (Company) Name and state "Doing Business As", where applicable:

"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. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

City:

State: _____ Zip Code: _____

State: Zip Code:

Telephone Number:

Contact Person:

Proposers Taxpayer
Identification Number:

Contact Telephone Number:

E-Mail Address
for PO:

Contact Person's
E-Mail Address:

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.

REVISÉ 02/22/19

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 **intercom enhancements and maintenance** as described herein. This RFP relates to the overlay digitized enhancement of the Public Address (PA) Intercom system to the Internet Protocol (IP) network to allow the capability for the system to be remotely and centrally managed and to facilitate the standardization of the district intercom system. The items will include all components needed to overlay this enhancement while keeping existing intercom components like speakers and wiring that may preexist at a campus and will include the addition of speakers when necessary.

There may be locations without a PA system or where a complete replacement is required, this will include those items that would fully implement a complete sound and voice communication system with master clock functionality from the ground up in these cases. Awardee(s) must provide a turnkey solution that will include all material, equipment, programming and installation needed for the intended operation even if not specifically mentioned within this RFP including the installation and testing. Additional goods and/or services may be requested if needed. In addition, all parts and services necessary to maintain all existing legacy intercom systems, speakers, and other components may be sourced through this RFP. There are currently 182 Dukane Starcall, 5 Dukane Carehawk, 24 Dukane Macs and 24 Rauland Telecenter Intercom Systems, awardee(s) are expected to be able to maintain all legacy systems both in troubleshooting, labor and hardware.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, **Procurement & Warehousing Services Department**, at the address listed in Section 6.1 or via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 2/14/2019**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning upon approval by the Board and continuing for three (3) years. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

- 2.4 **Price Adjustments:** **Prices offered shall remain firm through the first three (3) years of the contract.** A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 2.5 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.

- 2.6 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

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

SECTION 3 – CALENDAR

Friday, February 8, 2019	Release of RFP 19-123E
Thursday, February 14, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
Friday, March 8, 2019**	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, March 20, 2019**	Evaluation Committee reviews proposals, demonstrations and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 8:30 a.m. ET
Thursday, March 21, 2019	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

- 4.1 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 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.2 **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.
- 4.1.3 **Required Response Form:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.4 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

With a Copy To: (Name/Title and Address)

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

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

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

- 4.2.2 Proposer must be authorized by the manufacturer of the core intercom components being proposed. Documentation in the form of a letter from the manufacturer shall be submitted with proposal. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).
Proposer is authorized by:

- 4.2.4 Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified by SBBC ☐ Proposer is NOT Pre-Qualified by SBBC
***Do not check both boxes.**

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

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

4.4.1 **Proposer's Experience & Qualifications – (Maximum 10 allowable points)**

4.4.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

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

4.4.1.3 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate inspection and service to the voice communication public address intercom system, including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.4.1.4 Produce evidence of a fully experienced and established service organization for at least five (5) years and proven satisfactory installations during that time. Utilize **Attachment J** – References for this item.

4.4.2 **Scope of Services & Performance Specifications – (Maximum 30 allowable points):** The scope of services & performance specifications listed is minimum requirements. By providing proposal, Proposer agrees to comply with minimum Scope of Services & Performance Specifications. Please refer to **Attachment O** and complete the included Excel Spreadsheet titled Attachment O Response Sheet. It is recommended that Proposers use additional documentation, taking care to label document according to the numbering scheme in Attachment O (ie: Attachment O, item 78) when criteria in Attachment O requests additional information, pictures, screen shots etc.

4.4.3 **Scenario & Sample Deliverable – (Maximum 20 allowable points)** Utilize the scenario(s) below to provide a sample of the deliverable including a written, detailed scope of work (specific to the scenario), detailed price quote and map drawing to serve as a sample of the deliverable that the Awardee would submit for each site. Carefully review the Scope of Services & Performance Requirements (**Attachment O**) to ensure that all elements and criteria are addressed in your sample scenario package. A sample school site map is included as **Attachment P** to be used for each of the scenarios below. Sample packages will be evaluated based on expertise, completeness of design and clarity. Include as much detail as possible. Submit the following sample site packages for each of the scenarios below: 1) Quote, 2) Detailed Scope of Work, 3) Notated map

4.4.3.1 Scenario 1: Broken into two sections as follows (A & B)

Section A – Add Digital Overlay of existing legacy intercom systems.

1. Map schematic of all components and paths, identifying each model/spec.
2. Overlay must be tied into the schools IP network. Assume the location of the cabinet is 150 feet from the communications closet, there is a power outlet available.

3. All associated intercom wiring must be installed using conduit per SBBC design criteria.

Section B – Using the implemented legacy-system overlay, connect to a Centralized District-wide Intercom Management Server. In addition to including elements specified in Attachment O, scenario package should include or address at a minimum:

1. Map schematic of all components and paths, identifying each model/spec.
2. School campus resiliency during WAN outages should be included and identified in the proposal.
3. All necessary software licensing included in the quote.
4. Active Directory (AD) Integration should be included
5. This scenario consists of a Centralized Intercom Management System to support the remote management of 33 high schools, 3 Tech Colleges, 8 Combination Schools and 17 Centers.

4.4.3.2 Scenario 2: Site replacement of existing system Using the following campus assumptions:

- 31 interior ceiling all-page speakers
- 3 exterior horns (all-page speakers)
- 7 Exterior Bi-directional Voice/Tone (VT) all-page Speakers
- 1 Exterior Single Voice/Tone (VT) all-page Speaker
- 68 points or classrooms, each with an intercom speaker and a single gang plate with two call buttons.
- There is existing surge protected analog wiring and punch blocks for all end points.
- If the installation requires, the campus has existing fiber with available strands that can be used to connect the remote switches or gateways.
- New intercom needs to be connected to centralized intercom (scenario 1, section B)/
- One muting Interface, Interface(s) to other Sound System(s) on campus are to include contact closure sensors for the fire alarm.

4.4.3.3 Scenario 3: Add additional speakers throughout the campus considering the following assumptions:

- New conduit and wiring is needed. All wiring to terminate at the Intercom Head End Unit and amplifier(s) are needed.
- Per the SBBC Design Criteria and Division Documents (Specifications), all Intercom Wiring is required to be installed in conduit, a minimum of ¾" EMT conduit (all exposed exterior conduit to be galvanized rigid conduit) – consideration for adherence to all applicable building codes is mandatory with this proposal.
- Include the cost for installing junction boxes, conduit, and cable itemized per linear foot.

- 4.4.4 **SBE Participation: (Maximum 10 allowable points):** An S/M/WBE is defined as a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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 the significant business presence requirements

Should the prime bidder elect to propose a S/M/WBE participation plan. These goals will represent S/M/WBE utilization the Bidder intends to achieve during contract performance. The goals should represent a realistic and achievable commitment. M/WBE Bidders may indicate your self-performance as well as work you intend to subcontract to other M/WBE firms. Propose M/WBE utilization goals by completing Form 00470 – Statement of Intent to Perform As an S/M/WBE Subcontractor Form - and Form 00475 – Small/Minority/Business Enterprise Subcontractor participation Schedule Form (see Attachment A for more information about forms).

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

Please go to the following link to view the current list of SBBC-Certified firms:

<https://www.browardschools.com/Page/32119>

S/M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, and will be awarded based on the evaluation criteria.		Maximum Points
4.4.4.1	Proposers committing to subcontract a minimum of twenty percent (20%) of the total contract value to a certified S/M/WBE firm at the time of submission will be awarded ten (10) points. The proposer shall identify each SBBC-Certified S/M/WBE firm, if any, that will be utilized by completing the <i>Form 00475</i> Subcontractor Participation Schedule and <i>Form 00470</i> Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the subcontractor will perform. <u>If the Proposer is S/M/WBE -Certified by SBBC, the Proposer should also be listed on the SMWBE Subcontractor Participation Schedule detailing the type of work and percentage of work to be performed.</u> Indicate the extent and nature of the S/M/WBE firm'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 SMWBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an SMWBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards S/M/WBE goal attainment. If you will not have S/M/WBE participation, add Proposer's name and state N/A on the form and return it with your Proposal.	10
	TOTAL POINTS.....	10
	*If ten points are awarded, the Awardee will be required to submit a Small Minority or 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 S/M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each S/M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the S/M/WBE(s) received payment or not, until all committed remuneration has been received by the S/M/WBE(s). <u>State your willingness to comply with this requirement.</u>	Yes____ No____
	Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	Yes____ No____

At the time of the bid, the Proposer shall identify all S/M/WBE firms (if any) which will be utilized by using the following forms: **S/M/WBE Subcontractor Participation Schedule** and **Statement of Intent (To Perform as an S/M/WBE Subcontractor)**. The Proposer should include in its solicitation submittal an **S/M/WBE Participation Good Faith Effort Form** and all the required supporting information **if the Proposer is unable to attain the S/M/WBE participation Goal WHEN APPLICABLE.** Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

4.4.5 System Demonstration – (Maximum 20 allowable points)

The evaluation committee will meet on March 20, 2019 at 8:30 a.m. ET to review and score the Experience & Qualifications, Scope of Services & Performance Specifications and Scenario & Sample Deliverables sections. Scores from all sections except for Cost of Services will be calculated and averaged. The three (3) highest scoring Proposers will be notified and asked to provide a product demonstration the same day, in person.

Tentative demonstration schedule (subject to change depending upon Committee Member availability)

11:30 a.m. – 12:30 p.m. Third highest scoring Proposer's Demonstration

12:30 p.m. – 1:30 p.m. LUNCH BREAK

1:30 p.m. – 2:30 p.m. Second to highest scoring Proposer's Demonstration

2:45 p.m. – 3:45 p.m. Highest scoring Proposer's Demonstration

Section	System Demonstration
4.4.5.1	Demonstrate how a user can signal an emergency, include all available mechanisms such as by panic button, call button, application if available, phone, handset, etc.
4.4.5.2	Present a diagram and demonstrate the setup of the 'head end' component that would use the existing analog speakers throughout a campus and allow them to be 'bridged' by the head end into the SBBC network. Demonstrate how the head end is made IP enabled and describe the capabilities.
4.4.5.3	Demonstrate how the system provides customized standard recorded messages, templated bell schedules that can be further customized at the school level (per site), centralized lockdown capabilities
4.4.5.4	Demonstrate Role Based Administration – ability to provide district level control over all systems, site level control over just that school, describe the various roles and how they are functionally used for K12 business. *Must include demonstrating integration and use of user/groups from active directory. The demo does not need to be a fully populated AD environment to show this. Should be configured with a few accounts to show the role-based administration possibilities of the system.
4.4.5.5	Demonstrate the way that head end monitoring is done in the solution
4.4.5.6	Demonstrate the way that gateway/switch monitoring is done in the solution
4.4.5.7	Demonstrate the way other component monitoring is done in the solution
4.4.5.8	Demonstrate the procedure to halt bell schedules in case of a triggered fire alarm or code red activation.
4.4.5.9	Demonstrate the procedure to set a bell schedule for regular bell times and future event special bell times for activities such as half days or testing days.
4.4.5.10	Show the calendaring interface capabilities

Total score calculations will be performed (to add Demonstration and Cost of Services scores) and final scores will be announced at the conclusion of the last demonstration.

4.4.6 Cost of Goods / Services – (Maximum 10 allowable points) Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar with this RFP (**Attachment K Pricing Bid Summary Sheet**). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. 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 **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 35 \text{ maximum points} = 6.7 \text{ points less}$.

4.4.6.1 Additional Pricing (Balance of Line): The items listed on the Bid Summary Sheet are indicative of the current items being procured by SBBC. Proposers are encouraged, in their RFP proposal, to list a single percentage discount level that applies to all brands listed. This percentage discount will establish the minimum discount level that will be applied to future pricing for items procured by SBBC from the Awardee as a result of this RFP. Awardee may offer SBBC additional educational discounts at any time (or SBBC may request additional quantity discounts) and invoice SBBC at a greater discount than contained in their proposal. SBBC reserves the right to purchase updated products as technology evolves and new products are introduced or are otherwise different than those specified in this RFP at any time and for any item procured from the Awardee(s) under this RFP.

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, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	10
B. Scenario Sample Deliverables	20
C. Scope of Services	30
D. Demonstration	20
E. Supplier Diversity & Outreach Program	10
F. Cost of Goods / Services	10
TOTAL	100

(*)The SBBC shall award a maximum of ten (10) points for S/M/WBE Participation as listed in the *10-Point Table for S/M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all S/M/WBE firms, if any, which will be utilized by using the S/M/WBE 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 subconsultant, to establish a business relationship as well as the type of work and percentage of work the subconsultant will perform.

10-Point Table for S/M/WBE Participation	
20%	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 Procurement & Warehouse Services 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: RFP Evaluation Committee: This step evaluates the strengths of the companies that have responded to the RFP and scenario responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with section 4.4.1 and scenario evaluation in accordance with requirements outlined in Attachment O. All scores for step 2 and 3 will be calculated and the two (2) highest scoring Proposers will be invited to present a demonstration to the RFP Evaluation Committee as described herein.

Step 4: Demonstration: The three (3) highest scoring Proposers will be invited to provide a demonstration as outlined in section 4.4.5 for the Evaluation Committee. Proposers not invited to provide a demonstration will be assigned a score of zero for the demonstration scoring category.

Step 5: Cost Evaluation: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.4.6. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 6: Score Computation: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

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

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

5.5 **Award:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment F**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

SECTION 6 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 3/8/2019** at the following address in order to be considered. Please utilize **Attachment M**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: 19-123E Intercom Enhancements and Maintenance

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

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

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

6.3 INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY 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 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment D**), and submit with their Proposal.
- 6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.
- 6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.
- 6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 6.8.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.8.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.8.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.8.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).
- 6.8.3.3 Failure to respond to all subsections within the RFP.
- 6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.8.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

- 6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>
Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

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 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 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:
- a) Any Agreement resulting from the award of this RFP; then
 - b) Addenda released for this RFP, with the latest Addendum taking precedence; then
 - c) The RFP; then
 - d) Awardee's proposal.
- 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/seccl/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 on **3/21/2019** 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 AWARDSEE'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 lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.55 **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 business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.
- Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.
- 7.56 **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.

SECTION 8 – FORMS AND ATTACHMENTS


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

ATTACHMENT A – S/M/WBE FORMS


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

(forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>)


- Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00470 Attachment _____
	STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR
SOLICITATION #: _____	
CONTRACT #: _____	
A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i> .	
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	

- Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00475 Attachment _____
	SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE
DATE: _____	
SOLICITATION INFORMATION	
Contract #:	Project Start Date:
Project Name:	
Project Location:	
Bidder/Proposer:	

- S/M/WBE Participation Good Faith Effort Form (Form preview follows)

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
	DATE: _____
CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Prime Contractor:	

The following form is due (if applicable) after Bid has been awarded:

- S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)

 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.			

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.browardschools.com/sdop>
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS

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

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

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

Section 1: Must be completed by the Attorney for an Out-of-State Bidder

Section 2: Must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

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

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

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

Signature of out-of-state Bidder's attorney: _____

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

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

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

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

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

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

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

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

ATTACHMENT D – W-9 FORM

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

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

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

ATTACHMENT E – DRUG FREE WORK PLACE

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

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

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____

(Print individual's name and title)

for _____

(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

(Signature)

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

Personally known _____ or

Produced Identification _____

Notary Public State of

My commission expires: _____

(Type of Identification)

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

ATTACHMENT F – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf)

See section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:

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

The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT G – 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 H – ACH FORM ACH PAYMENT AGREEMENT FORM

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

VENDOR NAME:

Authorization Agreement

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

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

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

Account Information

Name of Bank or
Financial Institute:

Branch/ State

Routing No:

Account No:

☐ ☐

Checking

Savings

VENDOR AREA:

Remittance Confirmation: Fax Email
(please select one)

☐ ☐

Federal Identification No. TAX ID# SS#

Vendor

☐ ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number

Dept.

Centralized Email

Dept.

Centralized Phone No.

Dept.

Signature

Authorized Signature

(Primary) and Business title:

Date:

Authorized Signature

(Joint) and Business title:

Date:

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# Date Entered Initials:

ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:



ATTACHMENT J – REFERENCES

MUST BE COMPLETED BY ALL BIDDERS

The School Board of Broward County, Florida

Vendor Name: _____

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

Reference 1 –

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

Scope of Work: _____

Reference 2 –

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

Scope of Work: _____

Reference 3 –

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

Scope of Work: _____

Reference 4 –

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

Scope of Work: _____

Reference 5 –

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

Scope of Work: _____

ATTACHMENT K – PRICING BID SUMMARY

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: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (XLS.) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Line Item Pricing – Must be completed by Proposer

ATTACHEMENT L—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 M – 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.



FROM: _____
(Bidder's Name)

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: 19-123E (INTERCOM RFP)

ATTACHMENT N – NO BID

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.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

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

Comments:

Signature: _____ Date: _____

Revised 2/22/2019

ATTACHMENT O – SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS

The following scope of services are requirements for all 234 schools in addition to assorted administration sites, phase one (1) of the implementation will focus on the thirty-three (33) high schools, three (3) colleges, eight (8) combination schools and seventeen (17) centers and will include Centralized District-wide Intercom Management Server which will be located on-premise at SBBC location to be determined (TBD). Minimum must include the following:

1. **Order Placement and Shipping Costs:** SBBC will request a job project proposal package by school or site and Awardee shall respond with written package within five (5) business days. Shipping must be provided at no cost. Shipping costs for any defective material is the responsibility of the Awardee. Each job project package shall include a quote for equipment, labor or services required to perform the requested work at a specific site. Quote shall be line-by-line itemized, include manufacturer's name, part number, quantity and price (even if item is being provided at zero cost). Package shall also include a site map (include wiring schematics and equipment location) and a detailed scope of work explaining the services and work to be performed. SBBC will issue a Purchase Order followed by a notice to proceed which will serve as approval to proceed with the site project.
2. **Product Pricing and Invoicing:** MSRP price must be indicated with percentage discount to itemized cost to SBBC. Fixed % discount pricing off manufacturer MSRP. Pricing is expected to be competitive. SBBC reserves the right to request special bulk pricing for purchases at any time.

Cost proposals must provide detailed scope with itemized materials and labor cost. Invoice should provide the same itemized material and labor cost. Changes to materials used or labor costs must be pre-approved by SBBC designated contact.

If the awarded vendor is awarded a competitive ITB for the same products and services we are currently getting under this RFP, SBBC reserves the right to request the lower pricing moving forward providing the conditions are comparable.

The Awardee shall provide a Single Point of Contact for all invoicing. Invoices shall be delivered to SBBC's I&T Security Team for approval and processing within four (4) weeks (20 business days) of the acceptance of equipment

3. **Product Inspection:** SBBC reserves the right to inspect and test any of the goods covered by this RFP. Such inspection, or the waiver thereof, however, will not relieve the Awardee from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP specifications, and will not prejudice any claim, right or privilege SBBC will have because of the use of defective or unsatisfactory goods or work.
4. **DOA / Installation Failure:** Awardee must immediately replace any equipment deemed to be defective at the time of installation or becomes defective within thirty (30) days of system operation at no cost to SBBC.
5. **Protection of work, property and personnel:** Awardee shall at all times guard against damage and/or loss to the property of the School Board and shall replace and/or repair any loss or damages. The School Board may withhold payment or make such deductions, as it may deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule. Awardee is responsible for removing all trash and debris to outside garbage containers on a daily basis or as needed during the course of the day.
6. **Sub-Contractors:** An Awardee proposing to sub-contract any portion of the proposal will be responsible as prime Awardee for the total proposal to the satisfaction of SBBC. Proposer shall provide the names, addresses and qualification of any sub-contractor performing work under this contract with the proposal. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract.
7. **Support:** Awardee shall provide technical support via email and phone 24/7 directly to SBBC. There shall also be local technical support provided by the integrator and manufacturer.
8. **Warranty work:** Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage or acts of God) for all equipment installed from the date of installation acceptance as indicated in at no additional charge to SBBC. This will be an "on-site" warranty. In the event of a dispute on requested repairs between school/department/center and the awardee, the decision of SBBC's designee shall be final and binding on both parties. Sites shall document any equipment taken for repair on a SBBC property pass which the repair technician can sign on behalf of the Awardee. Awardee assumes full responsibility for any equipment a repair technician has signed for.

All components installed as part of this proposal are with a five (5) year warranty to protect against defects in equipment (excluding speakers)– warranty begins following successful inspection from the SBBC Building Department.

Awardee is solely responsible to work with the manufacturer for all warranty work at no additional cost to SBBC. All parts are to be new original equipment manufacturer (OEM) parts or manufacturer certified for use. It is the responsibility of the Awardee to transport the equipment and/or parts from and to the original location and coordinate all warranty repairs, if repair cannot be accomplished at the location. Awardee shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at location and installation of any equipment according to all special conditions and specifications of this RFP. Awardee shall document and supply the manufacturer's return authorization number or proof from the manufacturer that all warranty work performed was consistent with manufacturer's standards using OEM parts or manufacturer certified parts. SBBC will require a document on vendor letterhead indicating the part number and serial number of the failed equipment being replaced as well as the part number and serial number of the replacement equipment with which the vendor is replacing.

Items out of warranty will be disposed of according to SBBC property and inventory guidelines.

9. **Existing Legacy Systems:** There are currently 182 Dukane Starcall, 5 Dukane Carehawk, 24 Dukane Macs and 24 Rauland Telecenter Intercom Systems. Awardee shall overlay existing legacy intercom systems in order to connect to a centralized district management system.
10. **Site Map Agreement:** Site maps shall not shared, they are not public, they are distributed solely for specific use. Awardee must execute SBBC Agreement including the additional content contained in **Attachment F** to facilitate the sharing of maps.
11. **Site Map:** SBBC will provide a facilities site map (FISH Drawing) in .dwg format (CAD drawing). Awardee will edit facilities site map / building layout drawing to create a final drawing (AS BUILT DRAWING) and include all components of the intercom PA system.
12. **Pre-Qualified Contractors:** 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>
13. **SBBC Building Department:** 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/>

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>

After a Master Permit is issued by SBBC Building Department, site specific drawings must be completed for each site for application submittal for a site-specific permit used for Inspection purposes.

The current process includes, but is not limited to the following steps (provided as an example):

1. Awardee prepares permit documentation, specifications, and engineering drawings required by SBBC to apply for a Master Building Permit. This permit can then be used to template similar installations at multiple sites.
2. Awardee will work with SBBC to determine template items for building permits required for each site installation.
3. Awardee is to provide four (4) copies of permitting documentation to the I&T Project Manager. The I&T Project Manager is responsible for submitting four (4) copies of certified, signed and sealed electrical and structural drawings (if applicable) and no smaller than 11"x17" to SBBC, Information & Technology Department, 7720 West Oakland Park Blvd., 2nd Floor, Sunrise, Florida 33351 which will then complete a building permit application and submit it to SBBC's Building Department for plan review and issuance of a SBBC Building Permit. If the document submittals must be revised and resubmitted, the I&T Project Manager must reroute the documents through the consultant for corrections and resubmit the corrected documents electronically and in hard copy format.
4. Any additions or deletions to an issued permit must follow the same process as a plan change. All work is to be completed utilizing the most current Florida Building Code and must pass appropriate inspections from SBBC's Building Department.
5. Awardee is responsible for surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
6. Awardee is responsible for scheduling the installation inspections.

7. Awardee will correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
 8. Awardee is responsible for re-inspection fee (assessed by SBBC) should any inspection fail.
 9. Awardee must provide SBBC, Information & Technology Department a copy of the signed building permit and passed final inspections, prior to the processing of any invoice for payment.
 10. Awardee shall submit, a copy of their permitted drawings for a building permit, a copy of that issued building permit and a copy of the final passed inspection, (if final inspection has occurred)
14. **Uninterruptible Power Supply (UPS):** Awardee shall provide an appropriately sized UPS for all Intercom head-end components to accommodate unavoidable power fluctuations or outages. Awardee shall install UPS on the AC voltage supply taking care to arrest damaging electrical transient and spikes, which can cause damage to the microprocessor components of the system.
15. **Surge Protectors:** Awardee shall provide and install EDCO OPX or equivalent surge protectors as per manufacturer instructions to protect all incoming/outgoing intercom wiring.
16. **Intercom System:** Awardee shall provide a microprocessor-controlled voice communication system inclusive of all conduit, wire, outlets and equipment necessary to provide a complete sound and voice communication system. Awardee will be responsible for reviewing existing equipment to determine if it can be reused such as existing speakers, wiring, and other components. The system shall:
- a. Provide the facilities for paging or sounding emergency signals or time vent signals to select groups or all remote speakers.
 - b. Provide facilities for the control and distribution of up to two program channels to individual, selected groups, or all remote speakers.
 - c. Include the facilities of a built-in master clock and programmer capable of correcting appropriate secondary clock displays and controlling events based on user programmed time schedule programs.
17. **Communications:** The intercom system shall allow for two-way internal intercommunications between front office, classrooms and other staff locations, clock synchronizations, scheduled bell times, emergency announcements that will override any other audio traffic.
18. **Turnkey:** Awardee shall supply all material, equipment, programming, and installation necessary for the proper operation of the system, even if not specifically mentioned in the contract documents, are deemed part of the RFP award.
19. **Verification:** The Awardee is responsible for verifying the completeness of the parts list and the suitability of the equipment to meet the intended purpose of the specifications and drawings.
20. **Installation:** Awardee shall install and connect all equipment under strict provisions of the manufacturer's recommended instructions.
21. **Factory Authorized:** Awardee shall supply, install, adjust, test and guarantee the specified equipment by a factory authorized communications contractor for the products furnished.
22. **Instructions and Training:**
- a. Operating Instructions shall be provided to all sites by awardee. To be included must be an operating manual, and a quick reference guide.
 - b. In-service Training: Awardee to provide a (minimum of 4 hours) training program per site and designed to make all administrative control station users familiar with the operation of the voice communication system.
23. **Paging Zones:** Intercom system solution provided by Awardee shall have the ability to set multiple paging zones so that some speakers get a message while others do not and shall be configured by the Awardee as directed by site.
24. **Monitoring abilities:** Solution shall provide the ability to see when a system head end, a switch, or connector is offline. This must be a centralized system so that at the District level, all sites can be monitored and at the site level, that site-based admin can monitor just their system. Monitoring must be included, at no additional cost. Awardee shall include any software and equipment needed in cost submittal.
25. **Calendaring:** Solution shall have the ability to set future bell schedules with a Graphical User Interface (GUI) calendar interface and the ability to have bell schedules for special events planned out in advance.

26. **Messaging:** Solution shall provide the capability to pre-record announcements from a central location to be distributed to school intercoms via the WAN IP network while also allowing schools to record their own campus specific announcements locally.
27. **Emergency Initiation:** Solution shall allow Pre-recorded Emergency Announcements that can be initiated in various methods which must include but are not limited to handset, administrative console, panic button, and software.
28. **Single Action:** Solution shall have Pre-recorded Emergency Message functionality that are initiated by a single click, single action such as button on console, physical panic button, or from a VoIP connected phone.
29. **Priority Override:** Solution must have Priority Override for Emergency messages, District announcements, and Principal announcements.
30. **District Alerting:** Upon initiation of specified emergency messages, system must have a mechanism to automatically alert the District Central Location.
31. **Drills:** Intercom system must have the ability to initiate emergency drills with a mechanism to identify a drill versus an actual emergency both locally as well as in the report to the District Central location.
32. **Central Message Delivery:** At the completion of the overlay, District-wide paging groups can be configured so that from a central location, we will be able to send a page to one school, a group of schools, and /or all schools at one time.
33. **Central Management:** Central Management Software for managing the Intercoms will be able to configure multiple schools at once with templates such as bell schedules, pre-recorded messages, etc.
34. **Role Based Administration:** Solution shall have the ability to provide district level control over all systems, site level control over just that school.
35. **Phone Integration:** Phone System Integration is a required capability to allow authorized users to call a page from a Voice Over IP (VoIP) telephone at the site. Currently, the District has standardized on Avaya Aura VoIP enterprise systems. Solution must be able to integrate with Avaya via an IP interface. Some sites have legacy PBX systems and will require analog trunk port integration which will be identified at time of site design.
36. **Site Resilience:** A campus intercom system must be functional in times when connectivity back to the central management is not available whereby the local system must be able to have full paging, bell schedules, pre-recorded announcements available and fully functional.
37. **Multiple Channels:** Proposed solution must have true multiple, simultaneous, unrestricted, amplified voice channels requiring no automatic queue or Call Stacking. Solution must also offer multi-speech paths with at a minimum of two (2) simultaneous conversations inclusive of staff phone linkage.
38. **Voice Expansion:** The system must have capability for expansion to four (4) intercom simultaneous voice channels.
39. **Flexibility:** Proposed solution must allow complete flexibility through the programming of remote station call buttons and the relationship to any of the Administrative Control Station (ACS).
40. **Privacy:** System shall incorporate all necessary circuitry to prevent monitoring of any remote station whose call origination switch is the privacy mode.
41. **Tones:** The system must be capable of providing multiple tones such as, emergency tone, all call and supervisory tone to remote station speakers. The supervisory tone signal will indicate the speaker is being monitored by the Administrative Control Station (ACS).
42. **Hold:** The system shall provide the facilities so that a calling station can be placed in a "Hold" status, freeing the ACS to perform other functions.
43. **Multipurpose Zones:** The system shall provide thirty-two (32) multipurpose zones for zoned audio paging/class change signals with any remote station belonging to more than one group.

44. **Access:** The system shall allow for restricting access to features such as "Zone" and "All-Page" functions. This feature will prevent unauthorized paging from Administrative Control Stations.
45. **Media:** The system shall provide provisions to allow for the use of an external media input(s) as determined by site.
46. **Time Synchronization:** The system shall interface with the site's master clock or replace the master clock functionality and shall be capable of synchronizing all secondary clock displays and controlling events based on user programmed time schedule programs.

INTERCOM SYSTEM FUNCTIONALITY

47. The solution shall include the following components:
- Central equipment cabinet
 - Microprocessor control unit
 - Power supply
 - UPS
 - Zone hardware cards / Amplifiers
 - Remote Station loudspeaker assemblies
 - Call-in switches
 - Administrative Control Stations (ACS)
 - All associated material, hardware, wiring and options as described herein to provide a complete working solution, which meets the specified requirements.
 - Materials and equipment must comply with referenced standards and manufacturers' standard design and construction, in accordance with published product information. Coordinate the features of all materials and equipment so they form an integrated system, with components and interconnections matched for optimum performance of specified functions.
 - IP integration to Avaya VoIP system and/or analog port to PBX telephone system for telephone access.
48. The system shall include fixed duress buttons similar to Fire Alarm pulls that could be mounted to hallway locations that would automatically initiate an emergency procedure.
49. The System shall provide complete internal communications. Intercommunications between ACS and remote stations in classrooms. Provide for local or remote live and/or pre-recorded emergency/lockdown announcements that will override any pre-programmed audio, and that the emergency/lockdown announcements are heard at all intercom speaker locations. The solution shall provide an override/muting interface for any and all sound systems throughout the campus or site i.e. classroom sound systems, auditorium and cafeteria sound systems, the interface unit supplied at each system shall also include a contact closure type input to allow the override/muting function to be controlled via a connection from the Fire Alarm System.
50. The solution shall provide the following communications functions for the system:
- Administrative Control Station (ACS) to remote loudspeaker station.
 - Administrative Control Station (ACS)
 - Integration from site telephone system (VoIP and/or CO/PABX) to the intercom system (provides required equipment site integration based on type of telephone system).
 - Remote station should be equipped with call-in device to an Administrative Control Station (ACS).

INTERCOM SYSTEM PARAMETERS

51. As required per site design, Awardee shall include Area of Rescue/Refuge Assistance (ARA) stations and include an Annunciator to be located at Fire Alarm Annunciator and/or per site designated Emergency Fire Command Center. The ARA stations shall have a call button, call assurance, and provide for two-way communications to the Annunciator.
52. The system shall provide the capacity for both a loudspeaker station and call buttons at each remote location. Each remote station: Assigned an alpha-numeric architectural or ID number to communicate with its assigned Administrative Control Station (ACS).
- The system: Permit user selection of 3, 4 or 5 digit dialing
 - The handset: Provide for full duplex telephony type communications.
 - The system: Automatically toggle to the full-duplex mode of communications.

Revised 2/22/2019

53. Each remote station position shall allow calls to be placed from two (2) remote devices and ensure each device has an individual assignable priority. The user assignable priorities for remote stations are:
- Normal
 - Emergency/Fire
 - Security
 - Remote Call Cancel
 - Remote Program Select: allowing location to select or cancel the program channel. This shall be assignable be either program channel, intercom or paging takes precedence over this function.
 - Make it possible for the user to reset the priority for a given remote station device from a designated ACS.
54. Call-in devices, if continuously activated such as smoke detectors or emergency switches, may be assigned programmable recall time which causes these calls to keep reappearing until the initiating device is reset.
55. The system: Allows preselected coverage of calls from remote station to ACS on a remote station basis. The user may forward functions of an unattended ACS to an attended ACS.
56. The system provides the capability to operate with external paging amplifiers to increase the audio output available for paging.
57. Solution shall provide control point outputs for activating outboard devices such as priority override relays on remote sound systems. Activate these control point outputs when the system is placed in the All-Page mode.
58. Solution shall provide ports / secure remote connectivity to allow for:
- Diagnostics via any standard computer terminal.
 - Network interface to allow remote factory engineering assistance.
59. Solution shall provide the ability to perform Scan functions from the ACS's for:
- Review of call-in coverage assignments to an ACS.
 - Review ID numbers of remote stations assigned to either of the two program channels.
 - Review which ACS' are forwarding coverage.
60. Intercom system shall have the capability of overriding all sound systems throughout the campus i.e. classroom sound systems, auditorium and cafeteria sound systems.
61. **System Master Clock:** Intercom system shall integrate with system master clock as part of this RFP. Additional details and information is needed from Proposers to specify which type of master clocks their system integrates. Provide specific details about your integration capabilities and function.

ADMINISTRATIVE CONTROL STATION (ACS)

62. ACS shall contain at least a minimum of a twelve (12) key keypad, SPKR Phone, Talk, Volume Up/Down and special feature keys
63. ACS handset must have a lockdown button either physical or by touchscreen to initiate immediate emergency sequences with little to no training – the button is clear and simple action. Include a photo of the handset identifying the emergency button with procedure for activation with your proposal.
64. The Awardee shall provide the ACS with a solid-state sounder for audible annunciation of incoming calls. This sounder sounds at different rates depending on the Priority level of the Current Call. The sounder: User definable on a priority level basis so that the ACS provides only visual annunciation if required.
65. The Awardee shall provide the ACS with display window to visually annunciate the status of the system. The window displays the following:
- A sixteen (16) character alphanumeric LCD display at a minimum.
 - When no calls are in the system, the ACS shall display current time, day of week and date.
 - Sequential display of calls in queue.
 - Configuration menu display.
66. ACS shall be capable of answering the next call in the calls waiting stack by depressing only one button.

Revised 2/22/2019

67. ACS shall provide the ability to store up to 128 calls in the calls waiting stack.
68. ACS shall provide the ability to forward its call-in coverage to another ACS.
 - a. Provide an indication shown in both the ACS forwarding Coverage of calls and the ACS to which call coverage is being forwarded to.
 - b. When in Forward Coverage mode in ACS: Visibly displays incoming calls, and it can be used to make and answer calls or other assigned functions without undoing the Forward function.
69. ACS shall contain a user programmable "Call Cancel" feature allowing the ACS to cancel all pending normal calls under its control while leaving the higher priority level calls in the calls waiting stack.
70. ASC shall possess the capability to manually activate and sound the time event signal to a minimum of the thirty-two (32) multipurpose zones from the ACS.
71. Awardee system shall provide the capability for an ACS to reset the priority level of any remote call-in device through the use of a set priority button on the ACS control panel.
72. Awardee system shall provide with a built-in tone generator, which provides for both time signal tone and user accessible (optional) tones (single chime, repetitive chime, steady tone, hi-lo alarm, wail and warble) for use as manually, activated emergency or other signals. Twenty-five (25) tones minimum.
73. Awardee system shall provide a dedicated control labeled "PAGE" with all ACS(s). The operation of this control gives access to all or particular zones for:
 - a. Tone signaling distress or emergency signals.
 - b. Emergency voice announcements.
- ~~74. ACS Program Distribution: Provide a Program button on each ACS for selection and distribution of one or two program channels to remote stations.~~
 - ~~a. The program channels: Distributed via the ACS to a room or rooms, paging zones, or all rooms (remote speaker stations).~~
 - ~~b. Provide a Scan function at the ACS to review the remote stations (rooms) selected to each of the program channels.~~
75. ACS shall provide a HOLD button to place an internal or external call on a hold status, freeing the ACS operator to perform other functions.
- ~~76. Awardee system shall provide a Scan mode to permit the ACS operator to review room assignments of each of the program channels, call in coverage of rooms assigned to his/her ACS, and which of the other ACS's (if there is more than one) are forwarding their calls to this ACS.~~ The Awardee's system shall provide the ability to review a scan mode to review room assignments of each of the program channels, call-in coverage of room assignments and call-forwarding between ASCs.
77. The ACS shall have the ability to enter the user accessible functions for data input and programming.
 - a. A "security code" number is required to enter this programming mode.
 - b. When the ACS has accessed the programming mode, the display window is used to provide prompts and other information for programming the system.

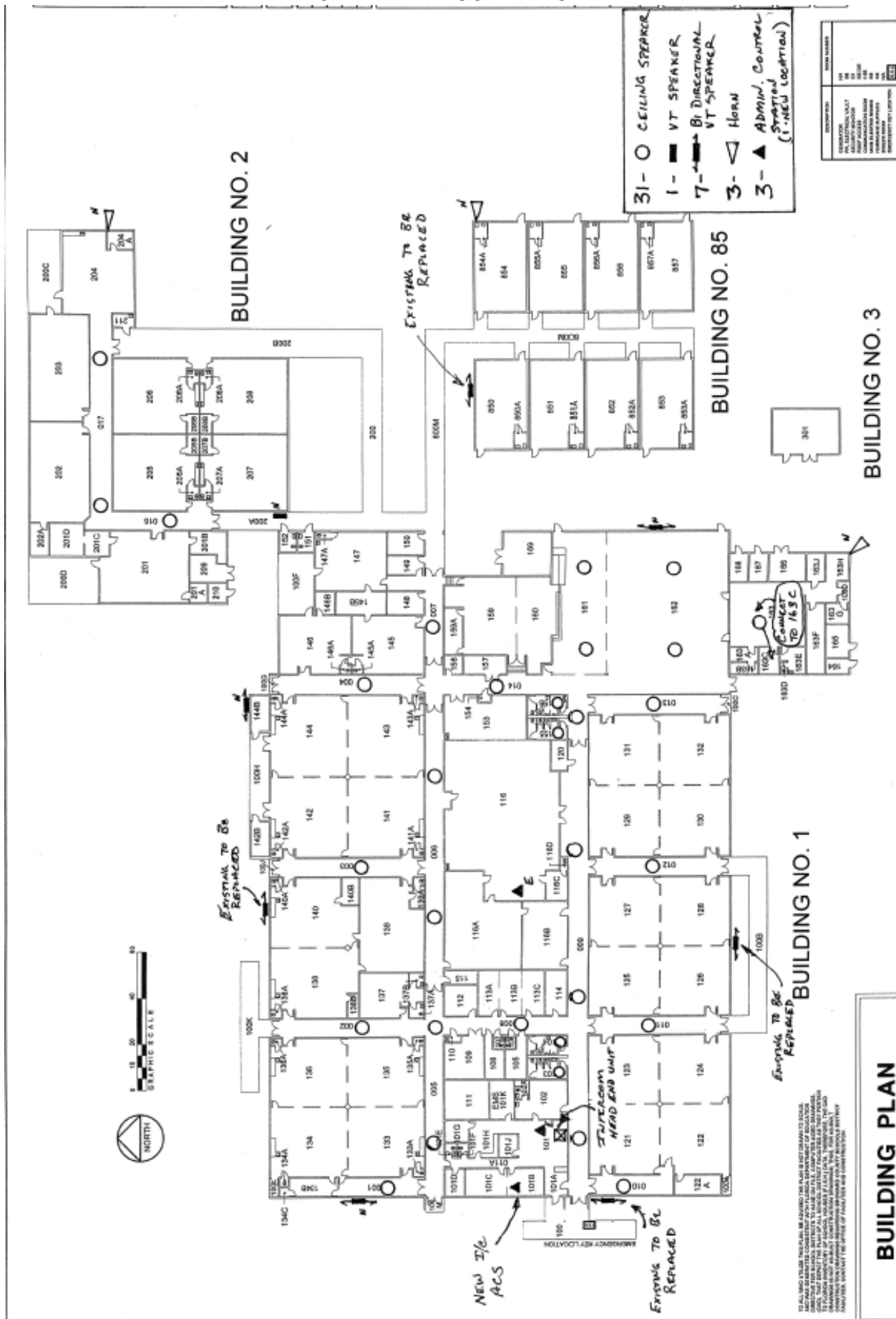
GRAPHICAL USER INTERFACE (GUI) CONTROL STATION

78. Detail the way in which management of the system can be done via a PC within the GUI based console.
79. Calendaring – The GUI based management tool shall have an Outlook style calendar for easy scheduling.
80. Is the GUI based management tool web browser based? Provide screenshots in response.
81. Detail how the GUI based management tool is fully integrated into the system to control paging, intercom, bells and clocks.
82. Is there active directory integration? Detail how role-based administration can be accomplished and how active directory groups are used in managing access.
83. How is access to multiple campus systems granted? Detail the way multiple campus are managed in the system.

MAINTENANCE AND REPAIR

84. The Awardee shall provide regular and emergency repair service to remedy any Intercom system or component problems upon request.
85. Priority One (1) calls are identified as the entire intercom system being offline, response time for addressing a Priority One (1) call is within four (4) hours. For all other, Awardee shall respond to a request for repair service within twenty-four (24) hours of receipt of notice.
86. All regular repair service shall be completed within three (3) business days from the initial site visit.
87. All regular repair services shall be performed during the hours of 7:00 A.M. to 5:00 P.M. Eastern Standard Time, Monday through Friday. At the discretion of local school administration, repairs may be conducted after hours, weekends, and /or during State and Federal Holidays and school breaks as schedules permit.
88. The results of the site visit, and recommended repair shall be documented clearly on the service estimate. All follow-up visits shall be noted on the same service report, with an estimated return date to complete the work.
89. Following any equipment repair, the awardee shall perform quality control checks to ensure that equipment is functioning properly and submit a quality assurance report (to be designed by Awardee and SBBC).
90. Awardee(s) must be able to provide manufacturer certified support for parts, installation and repair for legacy systems current within SBBC campus locations. There are currently 182 Dukane Starcall, 5 Dukane Carehawk, 24 Dukane Macs and 24 Rauland Telecenter Intercom Systems
91. SBBC reserves the right to buy parts only without installation.

ATTACHMENT P – SCENARIO MAP





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**

**Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair**

**Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert**

**Robert W. Runcie
Superintendent of Schools**

2/13/2019

ADDENDUM NO. 1

RFP 19-123E

BID NAME Intercom Enhancements and Maintenance

TO ALL BIDDERS:

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

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

Delete: Section 4.2.2 on page 8 **Insert:** Section 4.2.2 on Page 8 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP 19-123E Bidder certifies acceptance of this Addendum.

If you have already submitted your bid, no further action is needed, nor does your bid need to be resubmitted.

If you have already submitted your bid and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted bid that it replaces the previously submitted bid and remember that all bids must be received before the deadline.

Sincerely,

Harmoni Clealand
Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

- **QUESTION #1:** Why is Bogen not mentioned in the RFP?

ANSWER TO QUESTION #1: Please see the revised RFP document.

- **QUESTION #2:** How long does the process to become construction pre-qualified by SBBC take?

ANSWER TO QUESTION #2: Generally, the process takes approximately 45-60 days.

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

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

4.1.2 **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.

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

4.1.4 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

With a Copy To: (Name/Title and Address)

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

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

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

4.2.2 Proposer must be authorized by the manufacturer of the core intercom components being proposed. Documentation in the form of a letter from the manufacturer shall be submitted with proposal. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).
Proposer is authorized by:

4.2.4 Proposer must indicate their SBBC Construction Pre-Qualification status:

☐ Proposer is Pre-Qualified by SBBC

☐ Proposer is NOT Pre-Qualified by SBBC

***Do not check both boxes.**



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**

**Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair**

**Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert**

**Robert W. Runcie
Superintendent of Schools**

2/13/2019

ADDENDUM NO. 2

RFP 19-123E

BID NAME Intercom Enhancements and Maintenance

TO ALL BIDDERS:

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

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

Delete: Page 2	Insert: Page 2 (Revised)
Delete: Page 4	Insert: Page 4 (Revised)
Delete: Page 7	Insert: Page 7 (Revised)
Delete: Section 4.4.5, Page 11	Insert: Section 4.4.5, Page 11 (Revised)
Delete: Section 6.1 & 6.3.2, Page 15	Insert: Section 6.1 & 6.3.2, Page 15 (Revised)
Delete: Attachment O, 1 st Paragraph (Page 41)	Insert: Attachment O, 1 st Paragraph (Page 41) (Revised)
Delete: Attachment O, Item 53 & 54, Page 46	Insert: Attachment O, Item 53 & 54, Page 46 (Revised)
Delete: Attachment O, Item 74 & 74, Page 47	Insert: Attachment O, Item 76, Page 47 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP 19-123E Bidder certifies acceptance of this Addendum.

If you have already submitted your bid, no further action is needed, nor does your bid need to be resubmitted.

If you have already submitted your bid and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted bid that it replaces the previously submitted bid and remember that all bids must be received before the deadline.

Sincerely,

Harmoni Clealand
Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

- **QUESTION #1:** The importance of this bid does not match the allotted time frame. Is there any chance of extending the due date for this RFP?

ANSWER TO QUESTION #1: The due date has been extended to March 8, 2019.

- **QUESTION #2:** Section 2.1: Our firm furnished, installed and is currently providing the services for the 182 Dukane Starcall, 5 Dukane Carehawk, and 24 Dukane Macs Intercom Systems currently part of the Broward County School System. We, however, are not able to provide service for the remaining 24 Rauland Telecenter Intercom Systems as part of this RFP since we are not an authorized Rauland distributor (Reference RFP page 10, 4.2.2 minimum eligibility).

ANSWER TO QUESTION #2: Please see Addendum No 1, which is a change to 4.2.2. Additionally, please see section 5.5, which allows for multi-award of this RFP. It would be likely that the Primary receive the overlay work and any new systems, while the Alternate(s) can provide support and service for systems which the Primary is unable.

- **QUESTION #3:** If an obsolete system malfunctions and there are no spare parts available, how is the distributor expected to maintain that obsolete system?

ANSWER TO QUESTION #3: A future issue may or may not result in a simple repair or a need for replacement. There has been times when parts were available or repairs were made to "obsolete" components. Also see response to #6.

- **QUESTION #4:** Is the distributor responsible for maintaining their competitors systems, and if so, how?

ANSWER TO QUESTION #4: No, see section 4.2.2 and section 5.5.

- **QUESTION #5:** Who is responsible for any required programming of a competitors system?

ANSWER TO QUESTION #5: This RFP will have multiple awards that are authorized and certified to do the programming. We also have house technicians that can do it.

- **QUESTION #6:** The Dukane Starcall & Dukane Macs intercom systems are both obsolete and new components are in limited supply. When these existing systems are replaced with the new Dukane Carehawk intercoms, the existing components should be used to service remaining obsolete systems.

ANSWER TO QUESTION #6: All SBBC owned equipment that has been replaced or otherwise will remain with SBBC. Consideration for use or disposal will be at the discretion of SBBC.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

- **QUESTION #7:** Section 2.4: Manufactures typically increase their prices every calendar year. Will SBBC accept a small price increase every year or should the distributor calculate that increase in their original bid?

ANSWER TO QUESTION #7: Pricing shall remain firm through the contract term and it is the Proposer's discretion how to handle pricing.

- **QUESTION #8:** Attachment "K" lists paging components to be priced for this RFP. The CP700 is a dual voltage dual channel power amplifier. The SD72W is a ceiling speaker with a dual voltage (25V & 70.7V) transformer. The AP-15TU is a horn with a dual voltage (25V & 70.7V) transformer. The VT-152UCN is a horn with a 25V transformer only. Could the VT-157UCN horn, with a 70.7V transformer, also be considered for use in order that we could offer a 70.7V paging solution as a cost saving alternative for the school board?

ANSWER TO QUESTION #8: Providing alternate pricing options is acceptable for information purposes, but should be done as a new tab in Attachment K. All items originally asked in Attachment K should be priced as is and must match to ensure "apples to apples" comparison. Scoring will be done on the original items in Attachment K.

The suggested alternate above would be acceptable. However, the introduction of a 70.7V paging solution must be properly labeled at the head end equipment, 70.7V source, and in the field at all junction boxes and end points.

- **QUESTION #9 (a):** Attachment O Paragraph I: Phase I of the RFP implementation doesn't mention the District Wide Enterprise installation (Central Equipment). This should be completed first so school intercoms may be connected to District Wide as soon as the interfaces have been installed. Also, where is the District Wide Central Equipment to be located?

ANSWER TO QUESTION #9 (a): See additional language added to paragraph 1 of Attachment O.

- **QUESTION #9 (b):** Attachment O Paragraph I: What is the time frame of phase one completion (prior to phase one commencing, the main district wide equipment must be installed)?

ANSWER TO QUESTION #9 (b): Proposers should include a timeline with their proposal as part of their implementation schedule (including the Centralized District-wide Intercom Management Server as indicated in the revised Attachment O).

- **QUESTION #9 (c):** Attachment O Paragraph I: Who is responsible for determining proper coverage and decibel levels as a general rule and/or specific site discrepancies?



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

ANSWER TO QUESTION #9 (c): The Awardee will follow SBBC Building Design Specification and Guidelines and work with the SBBC building department.

- **QUESTION #10:** Attachment O #4. DOA/installation failures: Who deems product is defective and not a programming error?

ANSWER TO QUESTION #10: Determination of DOA/Installation failures will be handled by SBBC Physical Plants Operation (PPO).

- **QUESTION #11 (a):** Attachment O #8. Warranty Work: What is the required warranty on labor?

ANSWER TO QUESTION #11 (a): As indicated in Attachment O #8, parts and labor are warrantied for 5 years.

- **QUESTION #11 (b):** Attachment O #8: Who maintains the systems after the labor warranty period is over?

ANSWER TO QUESTION #11 (b): Factory certified awardee and/or SBBC technicians.

- **QUESTION #11 (c):** Attachment O #8: What is the required warranty on speakers?

ANSWER TO QUESTION #11 (c): At minimum we should receive all manufacturer's warranties.

- **QUESTION #11 (d):** Attachment O #8: If a warranty repair is called in by SBBC and the end result is a non-warranty issue, can the vendor charge SBBC for their time spent on this non-warranty issue?

ANSWER TO QUESTION #11 (d): Non-warranty repairs shall be billed per the Awardee's labor rate and indicated discount on parts.

- **QUESTION #12 (a):** Attachment O #13 SBBC Building Department: We as a vendor have not had to pull permits in the past for any SBBC projects. The permits are typically processed by District Maintenance. Will this be the same procedure under this RFP or does the vendor have to do all processing of required permits?

ANSWER TO QUESTION #12 (a): As outlined in this RFP, the vendor is required to do all processing of required permits to SBBC.

- **QUESTION #12 (b):** Attachment O #13: Will the requested as-built drawings need to show all existing devices or just show the new work?



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

ANSWER TO QUESTION #12 (b): Typically, as-built drawings for replacement projects would only include new items unless showing existing was necessary for clarifying the intent of the new items being installed.

- **QUESTION #13 (a):** Attachment O #14 Uninterruptible Power Supply (UPS): What is the required wattage, run time (at full load and half load) of the requested UPS?

ANSWER TO QUESTION #13 (a): For the purpose of this RFP scenario, use a 2200 watt UPS. Moving forward, see response to 13b.

- **QUESTION #13 (b):** Attachment O #14 Uninterruptible Power Supply (UPS): Please define "appropriately sized UPS"?

ANSWER TO QUESTION #13 (b): Appropriately sized UPS will have to be determined on a per site basis.

- **QUESTION #14:** Attachment O #15 Surge Protectors: Is surge required in out laying building as well as the head end?

ANSWER TO QUESTION #14: Currently, this is typically provided at the main terminal cabinet before connection to the head-end commitment.

- **QUESTION #15:** Attachment O #27 Emergency Initiation: Is handset referring to a mobile device?

ANSWER TO QUESTION #15: No – it refers to the desk phone.

- **QUESTION #16:** Attachment O #29 Priority Override: What is the order of the priorities?

ANSWER TO QUESTION #16: Determination of priority will be determined by Chief of Safety, Security & Emergency Preparedness.

- **QUESTION #17:** Attachment O #48: What would be the emergency procedure for the duress buttons?

ANSWER TO QUESTION #17: Determination of priority will be determined by Chief of Safety, Security & Emergency Preparedness.

- **QUESTION #18:** Attachment O #51: Please provide a list of ARA manufacturers acceptable to SBBC.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

ANSWER TO QUESTION #18: Will be provided to Awardee.

- **QUESTION #19:** Attachment O #60: Who is responsible for providing sound system over-rides on a competitors system?

ANSWER TO QUESTION #19: The overlay vendor is responsible for the over-rides on competitor's systems.

- **QUESTION #20:** Will all 120V power be furnished and installed by the owner?

ANSWER TO QUESTION #20: SBBC will furnish necessary 120V power.

- **QUESTION #21:** Will payment be made after the completion of inspected services as stated in section 7.14 or 4 weeks after the acceptance of equipment as stated in Attachment O?

ANSWER TO QUESTION #21: Section 7.14 references delivery of equipment to SBBC and Attachment O – 13 SBBC Building Department #9 references completion of installation and final approval.

- **QUESTION #22:** Who is responsible for maintaining SBBC's network that district wide will be connected to?

ANSWER TO QUESTION #22: SBBC I&T will be responsible for maintaining the SBBC's network.

- **QUESTION #23:** Attachment O #44: This is not recommended. This would restrict the ability to communicate in an emergency. Is that the intended consequence of this feature?

ANSWER TO QUESTION #23: SBBC wants the ability to restrict access to the ACS functionality.

- **QUESTION #24:** Attachment O #51: Area of rescue. This is a separate system, not part of the main.

ANSWER TO QUESTION #24: While not part of the intercom system, it is to be supplied as a part of the overall solution.

- **QUESTION #25 (a):** Attachment O #53: A "Fire" buttons are not allowed by code. Should this feature be left as a component of a Fire Alarm system?

ANSWER TO QUESTION #25 (a): Attachment O, item 53 b now reads Emergency and reference to Fire is removed.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

- **QUESTION #25 (b):** Attachment O #53: What is the difference between "emergency" and "security"?

ANSWER TO QUESTION #25 (b): Emergency may reference to any emergency response situation (e.g., heart attack, fall, etc.) and is not necessarily related to security.

- **QUESTION #25 (c):** Attachment O #53: Buttons designated as "emergency" should not have a remote cancel as non- authorized personal can cancel. Should non-authorized personnel be permitted to cancel?

ANSWER TO QUESTION #25 (c): Attachment O, item 53 d has been removed.

- **QUESTION #25 (d):** Attachment O #53: This is not recommended as non-authorized personnel can break the system. Should non-authorized personnel be permitted the opportunity to "break the system"?

ANSWER TO QUESTION #25 (d): Attachment O, item 53 d has been removed.

- **QUESTION #26:** Attachment O #54: Smoke detectors cannot be connected to non-fire systems. Should smoke detectors be relegated to the Fire Alarm systems?

ANSWER TO QUESTION #26: Attachment O, item 54, smoke detectors has been removed.

- **QUESTION #27:** Attachment O #59: What does this mean?

ANSWER TO QUESTION #27: I&T: Wording has been updated for this item. See updated RFP pages included with this Addendum.

- **QUESTION #28:** Attachment O #64: We use wav files, not solid state devices.

ANSWER TO QUESTION #28: Wav files are acceptable.

- **QUESTION #29:** Attachment O #71: This is a security risk. It is not recommended.

ANSWER TO QUESTION #29: The capability is required.

- **QUESTION #30:** Attachment O #72: We use wav files, not a tone generator.

ANSWER TO QUESTION #30: Wav files are acceptable but they need to meet the requirements.

- **QUESTION #31:** Attachment O #74: What does this mean?



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

ANSWER TO QUESTION #30: Item #74 has been removed.

- QUESTION #32: Attachment O #76: What does this mean?

ANSWER TO QUESTION #32: Wording for Attachment O, item 76 has been changed to: The Awardee's system shall provide the ability to review a scan mode to review room assignments of each of the program channels, call-in coverage of room assignments and call-forwarding between ASCs.

- QUESTION #33: Attachment O #77: This is a security risk and not recommended.

ANSWER TO QUESTION #33: Noted, but required.

REQUEST FOR PROPOSALS (RFP)

RFP 19-123E

INTERCOM ENHANCEMENTS AND MAINTENANCE



RFP Release Date: Monday, February 11, 2019

Written Questions Due: On or Before 5:00 p.m. ET
Thursday, February 14, 2019
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
Friday, March 8, 2019
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

	<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>
---	---	---

<p>DUE DATE: This 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.: 19-123E</p>	<p>RELEASE DATE: 2/11/2019</p>	<p>PURCHASING AGENT: Harmoni Clealand 754-321-0539</p>
<p>3/8/2019 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.</p>	<p>RFP TITLE: INTERCOM ENHANCEMENTS AND MAINTENANCE</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 must be IDENTICAL to the original Proposal**, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

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: Zip Code:</p>	<p>State: Zip Code:</p>
<p>Telephone Number:</p>	<p>Contact Person:</p>
<p>Proposers Taxpayer Identification Number:</p>	<p>Contact Telephone Number:</p>
<p>E-Mail Address for PO:</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.

<p>Signature of Proposer's Authorized Representative</p>	<p>Date</p>
<p>Name of Proposer's Authorized Representative</p>	<p>Title of Proposer's Authorized Representative</p>
<p><i>Please sign all originals in blue ink.</i></p>	

REVISED 02/22/19

SECTION 3 – CALENDAR

Friday, February 8, 2019	Release of RFP 19-123E
Thursday, February 14, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
Friday, March 8, 2019**	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, March 20, 2019**	Evaluation Committee reviews proposals, demonstrations and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 8:30 a.m. ET
Thursday, March 21, 2019	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.

Please go to the following link to view the current list of SBBC-Certified firms:

<https://www.browardschools.com/Page/32119>

S/M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, and will be awarded based on the evaluation criteria.		Maximum Points
4.4.4.1	Proposers committing to subcontract a minimum of twenty percent (20%) of the total contract value to a certified S/M/WBE firm at the time of submission will be awarded ten (10) points. The proposer shall identify each SBBC-Certified S/M/WBE firm, if any, that will be utilized by completing the <i>Form 00475</i> Subcontractor Participation Schedule and <i>Form 00470</i> Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the subcontractor will perform. <u>If the Proposer is S/M/WBE -Certified by SBBC, the Proposer should also be listed on the SMWBE Subcontractor Participation Schedule detailing the type of work and percentage of work to be performed.</u> Indicate the extent and nature of the S/M/WBE firm'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 SMWBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an SMWBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards S/M/WBE goal attainment. If you will not have S/M/WBE participation, add Proposer's name and state N/A on the form and return it with your Proposal.	10
	TOTAL POINTS.....	10
	*If ten points are awarded, the Awardee will be required to submit a Small Minority or 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 S/M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each S/M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the S/M/WBE(s) received payment or not, until all committed remuneration has been received by the S/M/WBE(s). State your willingness to comply with this requirement.	Yes____ No____
	Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. State your willingness to comply with this requirement.	Yes____ No____

At the time of the bid, the Proposer shall identify all S/M/WBE firms (if any) which will be utilized by using the following forms: **S/M/WBE Subcontractor Participation Schedule** and **Statement of Intent (To Perform as an S/M/WBE Subcontractor)**. The Proposer should include in its solicitation submittal an **S/M/WBE Participation Good Faith Effort Form** and all the required supporting information **if the Proposer is unable to attain the S/M/WBE participation Goal WHEN APPLICABLE**. Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

4.4.5 System Demonstration – (Maximum 20 allowable points)

The evaluation committee will meet on March 13, 2019 at **8:30** a.m. ET to review and score the Experience & Qualifications, Scope of Services & Performance Specifications and Scenario & Sample Deliverables sections. Scores from all sections except for Cost of Services will be calculated and averaged. The three (3) highest scoring Proposers will be notified and asked to provide a product demonstration the same day, in person.

Tentative demonstration schedule (subject to change depending upon Committee Member availability)

11:30 a.m. – 12:30 p.m. Third highest scoring Proposer's Demonstration

12:30 p.m. – 1:30 p.m. LUNCH BREAK

1:30 p.m. – 2:30 p.m. Second to highest scoring Proposer's Demonstration

2:45 p.m. – 3:45 p.m. Highest scoring Proposer's Demonstration

SECTION 6 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 3/8/2019** at the following address in order to be considered. Please utilize **Attachment M**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: 19-123E Intercom Enhancements and Maintenance

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

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

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

6.3 INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY 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.

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

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

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

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

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **3/21/2019** 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.

Revised 2/22/2019

ATTACHMENT O – SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS

The following scope of services are requirements for all 234 schools in addition to assorted administration sites, phase one (1) of the implementation will focus on the thirty-three (33) high schools, three (3) colleges, eight (8) combination schools and seventeen (17) centers and will include Centralized District-wide Intercom Management Server which will be located on-premise at SBBC location to be determined (TBD). Minimum must include the following:

1. **Order Placement and Shipping Costs:** SBBC will request a job project proposal package by school or site and Awardee shall respond with written package within five (5) business days. Shipping must be provided at no cost. Shipping costs for any defective material is the responsibility of the Awardee. Each job project package shall include a quote for equipment, labor or services required to perform the requested work at a specific site. Quote shall be line-by-line itemized, include manufacturer's name, part number, quantity and price (even if item is being provided at zero cost). Package shall also include a site map (include wiring schematics and equipment location) and a detailed scope of work explaining the services and work to be performed. SBBC will issue a Purchase Order followed by a notice to proceed which will serve as approval to proceed with the site project.
2. **Product Pricing and Invoicing:** MSRP price must be indicated with percentage discount to itemized cost to SBBC. Fixed % discount pricing off manufacturer MSRP. Pricing is expected to be competitive. SBBC reserves the right to request special bulk pricing for purchases at any time.

Cost proposals must provide detailed scope with itemized materials and labor cost. Invoice should provide the same itemized material and labor cost. Changes to materials used or labor costs must be pre-approved by SBBC designated contact.

If the awarded vendor is awarded a competitive ITB for the same products and services we are currently getting under this RFP, SBBC reserves the right to request the lower pricing moving forward providing the conditions are comparable.

The Awardee shall provide a Single Point of Contact for all invoicing. Invoices shall be delivered to SBBC's I&T Security Team for approval and processing within four (4) weeks (20 business days) of the acceptance of equipment

3. **Product Inspection:** SBBC reserves the right to inspect and test any of the goods covered by this RFP. Such inspection, or the waiver thereof, however, will not relieve the Awardee from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP specifications, and will not prejudice any claim, right or privilege SBBC will have because of the use of defective or unsatisfactory goods or work.
4. **DOA / Installation Failure:** Awardee must immediately replace any equipment deemed to be defective at the time of installation or becomes defective within thirty (30) days of system operation at no cost to SBBC.
5. **Protection of work, property and personnel:** Awardee shall at all times guard against damage and/or loss to the property of the School Board and shall replace and/or repair any loss or damages. The School Board may withhold payment or make such deductions, as it may deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule. Awardee is responsible for removing all trash and debris to outside garbage containers on a daily basis or as needed during the course of the day.
6. **Sub-Contractors:** An Awardee proposing to sub-contract any portion of the proposal will be responsible as prime Awardee for the total proposal to the satisfaction of SBBC. Proposer shall provide the names, addresses and qualification of any sub-contractor performing work under this contract with the proposal. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract.
7. **Support:** Awardee shall provide technical support via email and phone 24/7 directly to SBBC. There shall also be local technical support provided by the integrator and manufacturer.
8. **Warranty work:** Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage or acts of God) for all equipment installed from the date of installation acceptance as indicated in at no additional charge to SBBC. This will be an "on-site" warranty. In the event of a dispute on requested repairs between school/department/center and the awardee, the decision of SBBC's designee shall be final and binding on both parties. Sites shall document any equipment taken for repair on a SBBC property pass which the repair technician can sign on behalf of the Awardee. Awardee assumes full responsibility for any equipment a repair technician has signed for.

Revised 2/22/2019

53. Each remote station position shall allow calls to be placed from two (2) remote devices and ensure each device has an individual assignable priority. The user assignable priorities for remote stations are:
- Normal
 - Emergency/Fire
 - Security
 - Remote Call Cancel
 - Remote Program Select: allowing location to select or cancel the program channel. This shall be assignable be either program channel, intercom or paging takes precedence over this function.
 - Make it possible for the user to reset the priority for a given remote station device from a designated ACS.
54. Call-in devices, if continuously activated such as smoke detectors or emergency switches, may be assigned programmable recall time which causes these calls to keep reappearing until the initiating device is reset.
55. The system: Allows preselected coverage of calls from remote station to ACS on a remote station basis. The user may forward functions of an unattended ACS to an attended ACS.
56. The system provides the capability to operate with external paging amplifiers to increase the audio output available for paging.
57. Solution shall provide control point outputs for activating outboard devices such as priority override relays on remote sound systems. Activate these control point outputs when the system is placed in the All-Page mode.
58. Solution shall provide ports / secure remote connectivity to allow for:
- Diagnostics via any standard computer terminal.
 - Network interface to allow remote factory engineering assistance.
59. Solution shall provide the ability to perform Scan functions from the ACS's for:
- Review of call-in coverage assignments to an ACS.
 - Review ID numbers of remote stations assigned to either of the two program channels.
 - Review which ACS' are forwarding coverage.
60. Intercom system shall have the capability of overriding all sound systems throughout the campus i.e. classroom sound systems, auditorium and cafeteria sound systems.
61. **System Master Clock:** Intercom system shall integrate with system master clock as part of this RFP. Additional details and information is needed from Proposers to specify which type of master clocks their system integrates. Provide specific details about your integration capabilities and function.

ADMINISTRATIVE CONTROL STATION (ACS)

62. ACS shall contain at least a minimum of a twelve (12) key keypad, SPKR Phone, Talk, Volume Up/Down and special feature keys
63. ACS handset must have a lockdown button either physical or by touchscreen to initiate immediate emergency sequences with little to no training – the button is clear and simple action. Include a photo of the handset identifying the emergency button with procedure for activation with your proposal.
64. The Awardee shall provide the ACS with a solid-state sounder for audible annunciation of incoming calls. This sounder sounds at different rates depending on the Priority level of the Current Call. The sounder: User definable on a priority level basis so that the ACS provides only visual annunciation if required.
65. The Awardee shall provide the ACS with display window to visually annunciate the status of the system. The window displays the following:
- A sixteen (16) character alphanumeric LCD display at a minimum.
 - When no calls are in the system, the ACS shall display current time, day of week and date.
 - Sequential display of calls in queue.
 - Configuration menu display.
66. ACS shall be capable of answering the next call in the calls waiting stack by depressing only one button.

Revised 2/22/2019

67. ACS shall provide the ability to store up to 128 calls in the calls waiting stack.
68. ACS shall provide the ability to forward its call-in coverage to another ACS.
 - a. Provide an indication shown in both the ACS forwarding Coverage of calls and the ACS to which call coverage is being forwarded to.
 - b. When in Forward Coverage mode in ACS: Visibly displays incoming calls, and it can be used to make and answer calls or other assigned functions without undoing the Forward function.
69. ACS shall contain a user programmable "Call Cancel" feature allowing the ACS to cancel all pending normal calls under its control while leaving the higher priority level calls in the calls waiting stack.
70. ASC shall possess the capability to manually activate and sound the time event signal to a minimum of the thirty-two (32) multipurpose zones from the ACS.
71. Awardee system shall provide the capability for an ACS to reset the priority level of any remote call-in device through the use of a set priority button on the ACS control panel.
72. Awardee system shall provide with a built-in tone generator, which provides for both time signal tone and user accessible (optional) tones (single chime, repetitive chime, steady tone, hi-lo alarm, wail and warble) for use as manually, activated emergency or other signals. Twenty-five (25) tones minimum.
73. Awardee system shall provide a dedicated control labeled "PAGE" with all ACS(s). The operation of this control gives access to all or particular zones for:
 - a. Tone signaling distress or emergency signals.
 - b. Emergency voice announcements.
- ~~74. ACS Program Distribution: Provide a Program button on each ACS for selection and distribution of one or two program channels to remote stations.~~
 - ~~a. The program channels: Distributed via the ACS to a room or rooms, paging zones, or all rooms (remote speaker stations).~~
 - ~~b. Provide a Scan function at the ACS to review the remote stations (rooms) selected to each of the program channels.~~
75. ACS shall provide a HOLD button to place an internal or external call on a hold status, freeing the ACS operator to perform other functions.
- ~~76. Awardee system shall provide a Scan mode to permit the ACS operator to review room assignments of each of the program channels, call in coverage of rooms assigned to his/her ACS, and which of the other ACS's (if there is more than one) are forwarding their calls to this ACS.~~ The Awardee's system shall provide the ability to review a scan mode to review room assignments of each of the program channels, call-in coverage of room assignments and call-forwarding between ASCs.
77. The ACS shall have the ability to enter the user accessible functions for data input and programming.
 - a. A "security code" number is required to enter this programming mode.
 - b. When the ACS has accessed the programming mode, the display window is used to provide prompts and other information for programming the system.

GRAPHICAL USER INTERFACE (GUI) CONTROL STATION

78. Detail the way in which management of the system can be done via a PC within the GUI based console.
79. Calendaring – The GUI based management tool shall have an Outlook style calendar for easy scheduling.
80. Is the GUI based management tool web browser based? Provide screenshots in response.
81. Detail how the GUI based management tool is fully integrated into the system to control paging, intercom, bells and clocks.
82. Is there active directory integration? Detail how role-based administration can be accomplished and how active directory groups are used in managing access.
83. How is access to multiple campus systems granted? Detail the way multiple campus are managed in the system.



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**

Heather P. Brinkworth, Chair
Donna P. Korn, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Robert W. Runcie
Superintendent of Schools

3/7/2019

ADDENDUM NO. 2

RFP 19-123E

BID NAME Intercom Enhancements and Maintenance

TO ALL BIDDERS:

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

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

Delete: Page 11

Insert: Page 11 (Revised)

This is a friendly reminder that bids are due by Friday, March 8, 2019 in the Office of Procurement at 7720 West Oakland Park Boulevard, Sunrise FL 33351 by 2 p.m. ET.

If you plan to deliver your bid in person, please allow extra time for parking and security clearance.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP 19-123E Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

➤ QUESTION #1: When will vendor demonstrations occur?

ANSWER TO QUESTION #1: March 20, 2019

Please go to the following link to view the current list of SBBC-Certified firms:

<https://www.browardschools.com/Page/32119>

S/M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, and will be awarded based on the evaluation criteria.		Maximum Points
4.4.4.1	Proposers committing to subcontract a minimum of twenty percent (20%) of the total contract value to a certified S/M/WBE firm at the time of submission will be awarded ten (10) points. The proposer shall identify each SBBC-Certified S/M/WBE firm, if any, that will be utilized by completing the <i>Form 00475</i> Subcontractor Participation Schedule and <i>Form 00470</i> Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the subcontractor will perform. <u>If the Proposer is S/M/WBE -Certified by SBBC, the Proposer should also be listed on the SMWBE Subcontractor Participation Schedule detailing the type of work and percentage of work to be performed.</u> Indicate the extent and nature of the S/M/WBE firm'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 SMWBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an SMWBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards S/M/WBE goal attainment. If you will not have S/M/WBE participation, add Proposer's name and state N/A on the form and return it with your Proposal.	10
	TOTAL POINTS	10
	*If ten points are awarded, the Awardee will be required to submit a Small Minority or 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 S/M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each S/M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the S/M/WBE(s) received payment or not, until all committed remuneration has been received by the S/M/WBE(s). <u>State your willingness to comply with this requirement.</u>	Yes____ No____
	Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	Yes____ No____

At the time of the bid, the Proposer shall identify all S/M/WBE firms (if any) which will be utilized by using the following forms: ***S/M/WBE Subcontractor Participation Schedule*** and ***Statement of Intent (To Perform as an S/M/WBE Subcontractor)***. The Proposer should include in its solicitation submittal an **S/M/WBE Participation Good Faith Effort Form** and all the required supporting information **if the Proposer is unable to attain the S/M/WBE participation Goal WHEN APPLICABLE.** Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

4.4.5 System Demonstration – (Maximum 20 allowable points)

The evaluation committee will meet on March 20, 2019 at 8:30 a.m. ET to review and score the Experience & Qualifications, Scope of Services & Performance Specifications and Scenario & Sample Deliverables sections. Scores from all sections except for Cost of Services will be calculated and averaged. The three (3) highest scoring Proposers will be notified and asked to provide a product demonstration the same day, in person.

Tentative demonstration schedule (subject to change depending upon Committee Member availability)

11:30 a.m. – 12:30 p.m. Third highest scoring Proposer's Demonstration

12:30 p.m. – 1:30 p.m. LUNCH BREAK

1:30 p.m. – 2:30 p.m. Second to highest scoring Proposer's Demonstration

2:45 p.m. – 3:45 p.m. Highest scoring Proposer's Demonstration