



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

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Broward County, Florida

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4/2/2018

Dear Prospective Bidders,

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP): 19-008V – Investment Banking Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Investment Banking Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@browardschools.com). No other School Board staff member should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

### **S/M/WBE CERTIFICATION/PARTICIPATION (See Section 5.4.4 of the RFP)**

SBBC has implemented a Small/Minority/Women Business Enterprise 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 utilize small, minority and women business enterprises (S/M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's, Supplier Diversity Outreach Program Office. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-0550

- **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 5.0 Information to be Included in the Submitted Proposal. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 5.0.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 4.0 – Calendar. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF “NO RESPONSE”**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment J**, Statement of “No Response” and return via facsimile to 754-321-0533 or scan and send via e-mail to [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@browardschools.com). Your response to the Statement of “No Response” is very important to Procurement and Warehousing Services when creating future RFPs.

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

Michelle Bryant Wilcox  
Purchasing Agent III

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

# **REQUEST FOR PROPOSALS (RFP)**

## **RFP 19-008V**

# **INVESTMENT BANKING SERVICES**



RFP Release Date: Monday, April 2, 2018

Written Questions Due: On or Before 5:00 p.m. ET  
Thursday, April 12, 2018  
in Procurement & Warehousing Services Department

Proposals Due: \* On or Before 2:00 p.m. ET  
Friday, April 27, 2018  
in Procurement & Warehousing Services Department

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

*\*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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, EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

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

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Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

## SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referenced to as "SBBC") desires to receive Proposals for the selection of investment banking firms registered with Financial Industry Regulatory Authority (FINRA) and U.S. Securities and Exchange Commission (SEC) to provide **Investment Banking Services** to SBBC for the issuance of long-term debt and tax-exempt lease purchase obligations (Certificates of Participation, hereinafter referred to as "COP's"). SBBC is committed to utilizing a combination of national, regional, and minority-owned investment banking firms.

This contract includes, but is not limited to, the following functions:

- a) The issuance of COPs to provide financing for SBBC's school facilities needs during the next five (5) years,
- b) The possible refinancing of the existing debt with the objective of reducing debt service.
- c) The issuance of General Obligation Bonds (GOBs).

There is no guarantee that there will be the issuance of any debt as a result of the award of this RFP except that which is budgeted in each fiscal school year. Payment of all underwriter's fees and expenses for individual financing will be contingent upon the successful closing of that financing.

The Evaluation Committee will select (see Section 3.2 for selection methodology) Senior Managers and Co-Managers to form the Underwriting Group and reserves the right to retain the Underwriting Group, and one or more members thereof, for future issuances of long-term debt, tax-exempt lease purchase obligations (COPs) and (GOBs). It is SBBC's intent to select two (2) or more firms to rotate as Senior Managing Underwriter and select an additional group of firms to serve as Co-Managers, which, when combined with the Senior Managing Underwriters, will comprise the Underwriting Group. Proposer must indicate whether Proposer desires to be considered as a Senior Managing Underwriter or a Co-Manager. It is SBBC's desire that the firms selected as Co-Managers include regional and minority firms but may also include national firms.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mrs. Michelle Bryant Wilcox, Procurement & Warehousing Services Department, 754-321-0503** at the address listed in Section 7.1 – Special Conditions or via facsimile 754-321-0533 or via e-mail [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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 manner 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 April 12, 2018**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning **from August 1, 2018, and continuing through July 31, 2023**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

- 2.4 **Submittal of Proposal:** Submit Proposals in accordance with Section 5.0 – Information to be Included in the Submitted Proposal. 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 5.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 5.0 or that does not include any necessary information.

## SECTION 2.0, INTRODUCTION AND GENERAL INFORMATION

- 2.5 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility requirements as stated in Section 5.2 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 8.1, 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 5.0 – Information to be Included in the Submitted Proposal and in accordance with the evaluation criteria established in Section 6.0 – Evaluation of Proposals for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of Services will be scored by the Procurement and Warehousing Services Department, and Category d.) Small/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 3.0, OVERVIEW AND SELECTION

- 3.1 The Committee will select multiple firms to serve as Senior Manager(s) and additional firms to serve as Co-Managers. Senior Managers will generally manage deals on a rotation basis. The Treasurer reserves the right to redefine the role of firms and alter the rotation policies at its sole discretion.
- 3.2 The Proposers will be selected, based on qualifications, to provide the best possible support and distribution to SBBC, including alternative financings and roles (i.e. private placements, public private partnerships, and credit enhancement). The Committee will determine the precise number of firms during the evaluation process. The Committee will select which firms will serve as Senior Manager and Co-Manager, at its sole discretion. Throughout the duration of the term of this contract, should market conditions warrant, the Treasurer reserves the right to elevate an awarded Co-Manager firm into the role of Senior Manager. Additionally, the Treasurer reserves the right to identify a firm(s) as alternate Co-Managers and add or delete firms based on changes in the marketplace and level of service provided. For each financing, the Treasurer will determine the members of the Underwriting Group that will participate based on the size and complexity of the financing and current market conditions.
- 3.3 SBBC has a large and complex debt portfolio. The Treasurer will encourage members of the underwriting team to develop creative financial solutions that minimize costs, while complying with SBBC's Debt Management Policy and Supplement. (See **Attachment G**)
- 3.4 SBBC expects its underwriters to be highly experienced and able to develop, propose and complete financing transactions on behalf of SBBC. These transactions may include the following:
- The issuance of long-term and short-term, fixed and variable rate debt, including, but not limited to, Certificates of Participation (COPs), General Obligation Bonds (GOBs) and Sales Tax Revenue Bonds.
  - The defeasance or refunding of SBBC debt. This includes current and advance refundings and the use of "forward", "crossover" and other refunding structures.
  - Other financial transactions which may include, but are not limited to, derivative transactions, commercial paper, lines of credit, private placements, public private partnerships, and other matters as designated by SBBC.
- 3.5 Proposers are hereby notified that there is no guarantee that any of the obligations described above will be issued.

- 3.6 SBBC reserves the right to sell all, or any portion of, its debt through a competitive solicitations process or through a private placement. SBBC also reserves the right to enter into separate negotiations for transactions including, but not limited to, derivatives.
- 3.7 Awardee(s) shall provide two (2) tables for post-closing analysis of debt issuances: (1) summary table by maturity, (2) detail table by maturity. Tables should include, but not be limited to, pricing, orders, allotments, designations, compensation to each manager, etc. Awardee(s) will provide the information in PDF and Excel.

## SECTION 4.0, CALENDAR

4/2/2018	Release of RFP 19-008V
4/10/2018	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
4/27/2018	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
TBD	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 AM, ET
5/10/2018	Posting of Recommendation

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**SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

- 5.1 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.
- 5.1.1 **Title Page:** Include RFP number and title, subject, the name of the Proposer, address, telephone number and the date.
- 5.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 5.1.3 **Letter of Transmittal:** Include the name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers and emails.
- 5.1.4 **Required Response Form:** (Page 4 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 5.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three (3) days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 S.E. 3rd Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Treasurer, Treasurer’s Office  
The School Board of Broward County, Florida  
600 S.E. 3rd Avenue 2<sup>nd</sup> Floor  
Fort Lauderdale, Florida 33301

Name of Proposer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 5.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

**5.2 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. **The requested information below must be included in this section of your submitted proposal; do not place this information in another section of your proposal.**

5.2.1 Proposer must meet or exceed the requirements of Section 8.1, Liability. Will your company meet or exceed the requirements as written in Section 8.1 for this contract? ☐ Yes ☐ No **Do not check both boxes.**

5.2.2 Proposer must provide **written proof** verifying that Proposer's firm has been in business since at least January 1, 2013 providing investment banking services in public finance, including, but not limited to, previous experience as a underwriter in tax-exempt bond issues and lease purchase financings (COPs), where the amount issued at one time was in excess of \$50 million.

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

**5.4 Evaluation Criteria - (Experience and Qualifications, Scope of Services, Costs of Services, 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 6.0 – Evaluation of Proposals 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 that will be awarded for each section are stated in Section 6.0 – Evaluation of Proposals. 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.

**5.4.1 Experience and Qualifications – (Maximum 40 allowable points)**

Limit to seven (7) pages overall for Sections 5.4.1.1 through 5.4.1.17, excluding lists and attachments, which may be included as exhibits.

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

5.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP - Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship.

5.4.1.3 Complete, and return, with your Proposal, **Attachment D** of the RFP - Drug Free Workplace.

5.4.1.4 Complete, and return, with your Proposal, **Attachment F** of the RFP – Certificate of Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions.

5.4.1.5 State whether the information package is being submitted for the role of **Senior Manager** and/or **Co-Manager**.

## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

- 5.4.1.6 State whether your firm has offices and sales representatives in the State of Florida, and/or Broward County.
- 5.4.1.7 Provide the current credit rating(s) from all rating agencies for your firm as well as any firms that may serve as counterparty. Indicate any changes to those ratings since 2015.
- 5.4.1.8 Describe the structure of the Proposer's organization including the location of the primary office from which the service is to be provided and the number of public finance staff employed at that office. Include a table showing the number of public staff (non-sales force) employed in Broward County, Florida and nationally. Include information regarding recent staffing changes and corporate structure changes/partnerships.
- 5.4.1.9 Provide a brief summation of the Proposer's ability and qualifications to serve as an underwriter for SBBC. Emphasize the strengths of the firm in any relevant areas that you feel SBBC should weigh in its selection. Any inter-firm comparisons must include supporting documentation of the Proposer's claims. **Misrepresentations concerning an inter-firm comparison is grounds for disqualification of this information package.**
- 5.4.1.10 Describe any material litigation or regulatory action filed against Proposer in the last five (5) years relating to its providing investment banking services and the resolution thereof. A link to the information online, with page number within a document if appropriate, is acceptable.
- 5.4.1.11 Provide a brief discussion of the firm's marketing strategy and distribution capabilities of Florida tax-exempt and taxable securities as applicable to the SBBC's debt.
- 5.4.1.12 Discuss the last time Proposer participated in the primary placement of Certificates for a Florida School District, and define Proposer's role. What is your level of involvement in the secondary trading of SBBC's outstanding COPs?
- 5.4.1.13 Discuss technological enhancements your firm uses to improve marketing of SBBC's obligations.
- 5.4.1.14 **Senior Managers Only:** List three (3) recent large financings where Proposer's firm served as senior managing underwriter. The financings should be Florida school district certificates or similar in nature to transactions completed by SBBC in the past or that may be considered during the term of this contract. Describe the structure of the transaction and Proposer's performance. Discuss market conditions, distribution of bonds and other factors that impacted the pricing. Prepare a table including the following: Sale Date, Par Amount by maturity, Coupon/Yield, Spread to Natural AAA MMD by maturity, detailed Underwriters Discount including takedown by maturity and all components of expenses.

### Capital Position

- 5.4.1.15 Provide the Proposer's uncommitted (excess net) capital for the last three (3) years. Additionally, provide Proposer's most recent statement of capital from Proposer's annual financial statements for the last year. A link to the documentation online is acceptable.

## **SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)**

### **Transactions for School Districts**

- 5.4.1.16 Provide a summary table by year, showing the number, par amount and role (Senior Manager or Co-Manager) for K-12 education related transactions managed by the firm since January 2015 and provide a list of transactions in a table format as an exhibit. Include transactions that are similar to those SBBC has completed in the past. The transactions should be categorized by role of Senior Manager or Co-Manager as follows: Florida School Districts and Other Large School Districts (with at least 35,000 students). In the exhibit, include Issuer Name, Role, Issue Amount, Issue Date, Par Value and Type of Transaction.

### **Transactions for Florida Issuers**

- 5.4.1.17 Provide a summary table by year, showing the number, par amount and role (Senior Manager or Co Manager) for all Florida Financings NOT included in the table for 5.4.1.16 managed by the firm since January 2015 and provide a list of transactions in tabular form as an exhibit. Include only fixed rate transactions, for issuers with ratings of A or higher, that exceed \$50 million. The transactions should be categorized by role of Senior Manager or Co-Manager. In the exhibit include Issuer Name, Role, Issue Amount, Issue Date, Par Value and Type of Transaction.

### **Qualifications of Staff**

Limit to five (5) pages overall for Sections 5.4.1.18 through 5.4.1.20, excluding lists and attachments, which may be included as exhibits.

- 5.4.1.18 Give the name(s) of individual(s) who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.
- 5.4.1.19 Detail transactions managed as Underwriter since January 2015 by the primary individual that will be responsible for SBBC financings in a tabular format. Include transactions that are similar to those SBBC has completed in the past or that may be considered during the term of this contract. The transactions should be categorized by issuer as follows: Florida School Districts, Other Large School Districts, (with at least 35,000 students), Other Florida Municipal Issuers, and Other National Issuers. Include Issuer Name, Issue Amount, Issue Date, Par Value, Type of Transaction, Role. Proposer to provide a summary table in the response and a list as an exhibit.
- 5.4.1.20 Provide the location of the underwriting desk that will be responsible for pricing SBBC's financings. Include a resume detailing experience of the Proposer's underwriter at this location who will have responsibility for the pricing.

### **Approach / Methodology**

Limit to five (5) pages overall for Sections 5.4.1.21 through 5.4.1.30, excluding lists and attachments, which may be included as exhibits.

- 5.4.1.21 Discuss the role of insurers in today's market.
- 5.4.1.22 Discuss Proposer's philosophy in allocating certificates to Co-Managers (designation or group net). Specifically discuss the emergence of professional managers as large block retail buyers and how these buyers should be viewed (i.e. pure retail, institutional or other) and how orders should be allocated.

## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

- 5.4.1.23 Describe any unique or innovative approaches to marketing certificates that the firm has provided to clients (primarily Florida clients) related to capital funding.
- 5.4.1.24 Discuss Proposer's ability, willingness and corporate philosophy regarding committing capital to underwrite bonds or certificates if market conditions so warrant. Provide the three (3) most recent examples of when Proposer served as Senior Manager on financings in excess of \$100 million and the firm underwrote large amounts of unsold bonds during the initial pricing. Also, discuss the circumstances that led to your decision to underwrite bonds.
- 5.4.1.25 New Issue Price rules took effect in 2017. SBBC's preference is to establish the Issue Price on the day of pricing. As such, for any maturities for which less than 10% is sold at a price not higher than the initial public offering, SBBC intends to apply the Hold-the-Offering-Price rule as defined by the IRS. Describe how this may impact pricing of the bonds. Also, describe how your firm will manage the implications of this rule among all members of the underwriting syndicate. Describe your firm's preferred approach to managing the new rule.
- 5.4.1.26 Describe any unique or innovative services (including structured products) the Proposer has provided to clients (primarily Florida clients) in the issuance of Certificates of Participations, Revenue Bonds, General Obligation Bonds, or other capital funding methods that could be utilized by SBBC.
- 5.4.1.27 Briefly discuss Proposer's experience with Public Private Partnerships with governmental entities. Describe instances when such a partnership might be beneficial to a Florida School District.
- 5.4.1.28 Discuss Proposer's ability to provide alternative solutions (private placements, new products, etc.) and credit enhancement. Include examples of actual financings completed focusing on similar issuers. Also, include new concepts being developed.
- 5.4.1.29 **References:** Proposer shall provide a list of clients (preferably with school districts or governmental municipalities), including address, contact person, telephone numbers and email addresses of those who have used Proposer's investment banking services within the last five (5) years. SBBC staff reserves the right to contact these clients during the evaluation process for verification of services provided. **(See Attachment H - References)**
- 5.4.1.30 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team

## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

**5.4.2 Scope of Services Provided – (Maximum 40 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

Section	Scope of Service	Yes, Can Comply and Has Extensive Experience Nationally and in Florida	Yes, Has Experience and Can Comply But With Stated Deviations	No, Cannot Comply or Provide
5.4.2.1	Awardee(s) shall make recommendations on all aspects of the assigned financing including, but not limited to, the timing of the sale of bonds, call provisions, marketing, credit enhancement and evaluation of refunding opportunities and other structuring aspects.			
5.4.2.2	Awardee(s) shall purchase the bonds upon the terms and conditions mutually acceptable to SBBC and the underwriter(s) pursuant to a Purchase Agreement.			
5.4.2.3	Awardee(s) shall assist with investor relations including accessing new buyers and market sectors for SBBC bonds.			
5.4.2.4	Awardee(s) shall participate in the drafting of the Official Statement and other bond documents as required.			
5.4.2.5	Awardee(s) shall provide specific information as may be requested by SBBC regarding orders and allotments of bonds, and take direction from SBBC in respect of allotment requests.			
5.4.2.6	Awardee(s) shall consult with SBBC, its financial advisor, tax and bond counsel regarding the structure and sizing of proposed financing.			
5.4.2.7	Awardee(s) shall answer questions from bond counsel's preparation of legal documentation and Official Statement for financing as may be requested.			
5.4.2.8	Awardee(s) shall participate with SBBC, its financial advisor and bond counsel in activities associated with rating reviews, as may be requested.			
5.4.2.9	Awardee(s) shall submit a bond purchase agreement to SBBC which, when executed by both parties, will constitute a contract for the purchase of the bonds for resale to investors.			
5.4.2.10	Awardee(s) shall assist SBBC in all matters as necessary to ensure the successful marketing and sale of the additional bonds.			
5.4.2.11	Awardee(s) shall prepare and execute a detailed marketing plan.			

## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

Section	Scope of Service	Yes, Can Comply and Has Extensive Experience Nationally and in Florida	Yes, Has Experience and Can Comply But With Stated Deviations	No, Cannot Comply or Provide
5.4.2.12	Awardee(s) shall coordinate underwriting team and ensure timely dissemination of all materials to underwriting team. <b>(SENIOR MANAGERS ONLY)</b>			
5.4.2.13	Awardee(s) shall prepare and deliver preliminary pricing information to SBBC and its financial advisor at least three (3) days prior to the scheduled sale. This information shall include: a) Actual quotations for spread components, b) An estimated interest rate scale detailing rates and yields, c) Details on comparable recent sales, indicating the interest rate, spread components, ratings unusual aspects, etc. d) A description and characterization of current market (if the market is considered "adverse", the justification should appear here). e) The sale method – syndicate or selling group (proposed members of a syndicate should be indicated, and SBBC maintains the right to add other firms), and f) The proposed strategy and desirability for marketing to retail customers and to institutional investors.			
5.4.2.14	Awardee(s) shall prepare and transmit electronically, a post-sale summary of a transaction. This document should include: (i) all relevant pricing information, (ii) a breakdown of orders between retail and institutional buyers, (iii) orders and allotments by firm, if applicable, and (iv) a discussion of any circumstances relating to the market or SBBC's offering that may have impacted the sale results (See Section 3.7)			
5.4.2.15	Awardee(s) shall coordinate closing arrangements with bond counsel, financial advisor and SBBC.			

## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

### 5.4.3 Cost of Services – (Maximum 10 allowable points – Part I (5 Points) and Part II (5 Points))

**COST OF SERVICES EXCEL SHEET:** Vendor **MUST** fill out the attached “Cost of Services Excel Sheet” electronically with the corresponding price per unit of measure for each item as stated. **THIS EXCEL SHEET MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL. FAILURE TO RETURN THE EXCEL SHEETS SHALL RESULT IN DISQUALIFICATION OF PROPOSAL.**

**Distribution of Points - Part I:** In order to determine a point value for Cost of Services, points will be determined by the total rates for both COPs and GOBs. Points will be calculated as a percentage of cost increase as compared to the lowest total rate for both COPs and GOBs. For example, if Proposer A offered a total rate of \$0.42, and Proposer B offered \$0.52, and Proposer C offered \$0.65. Proposer A would receive 100% of the maximum value of 5 points since the offer was the lowest received. Proposer B would receive 81% of the point value ( $\$0.42/\$0.52 = 81\% \times 10 \text{ Points} = 8 \text{ Points}$ ) and Proposer C would receive 65% of the point value ( $\$0.42/\$0.65 = 65\% \times 5 \text{ Points} = 3.2 \text{ Points}$ ) and so on.

**Distribution of Points - Part II:** In order to determine a point value for Cost of Services, points will be determined by the total average takedowns for both COPs and GOBs. Points will be calculated as a percentage of cost increase as compared to the lowest total rate for both COPs and GOBs. For example, if Proposer A offered a total takedown rate of \$0.42, and Proposer B offered \$0.52, and Proposer C offered \$0.65. Proposer A would receive 100% of the maximum value of 5 Points, since the offer was the lowest received. Proposer B would receive 81% of the point value ( $\$0.42/\$0.52 = 81\% \times 5 \text{ Points} = 4 \text{ Points}$ ) and Proposer C would receive 65% of the point value ( $\$0.42/\$0.65 = 65\% \times 5 \text{ Points} = 3.2 \text{ Points}$ ) and so on.

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## SECTION 5.0, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 5.4.4 **SBE Participation: (Maximum 10 allowable points):** SBBC, Supplier Diversity Outreach Program administers a Small Business Enterprise (SBE) Program. SBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330.

**SBBC has not set a participation goal for this solicitation, but SBE participation is strongly encouraged.**

If a Proposer intends to utilize SBE Firms as a subcontractor on this contract, the SBE firms shall be certified by SBBC at the time of bid. At the time of the bid, the Proposer shall identify all SBE firms (if any) which will be utilized by using attachment A2 the S/M/WBE Subcontractor Participation Schedule and attachment A3 Statement of Intent to Perform as an S/M/WBE Subcontractor located in **Attachment A**. If the Proposer is SBE – Certified by SBBC, the Proposer should also be listed on the attachment A2 S/M/WBE Participation Schedule.

**SBE firms utilized for this contract must be certified by SBBC, Supplier Diversity Outreach Program at the time the bid is due.** For information on SBE Certification, contact SBBC, Supplier Diversity Outreach Program Office at 754-321-0550 or visit [www.browardschools.com/sdop](http://www.browardschools.com/sdop). SBBC, Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of SBBC to have a diverse group of vendors to participate in the procurement process.

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

<b><u>SBE Information:</u></b> Proposals will be evaluated based on the evaluation criterion 5.4.4.1. Points will be awarded based on the evaluation criteria.		<b>Maximum Points</b>
5.4.4.1	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	<b>10</b>
	<b>TOTAL POINTS.....</b>	<b>10</b>
	The Awardee will be required to submit a Small/Minority/Women Business Enterprise (S/M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see <b>Attachment A1</b> ) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the SBE(s) received payment or not, until all committed remuneration has been received by the SBE(s). <b><u>State your willingness to comply with this requirement.</u></b>	Yes____ No____
	Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. <b><u>State your willingness to comply with this requirement.</u></b>	Yes____ No____



## SECTION 6.0, EVALUATION OF PROPOSALS

- 6.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 5.2 - Minimum Eligibility Requirements and Section 8.1 - Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	40
B. Scope of Services	40
C. Cost of Services	10
D. Supplier Diversity & Outreach Program	10
<b>TOTAL</b>	<b>100</b>

**SBBC shall award a maximum of ten (10) points for minority community involvement. At the time the proposal is submitted, the Proposer shall provide all information as described in Section 5.4.4.1.**

**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."**

- 6.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 6.3 Based upon Section 6.1, 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 5.2, Minimum Eligibility Requirements and Section 8.1, Liability) 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.

## SECTION 6.0, EVALUATION OF PROPOSALS (continued)

- 6.4 **Award:** The Evaluation Committee (“Committee”) will recommend awards in the following categories, **Senior Managers** and **Underwriting Co- Managers**. The number of firms to be recommended, for each category, will be based solely at the discretion of the Committee. SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals, from the Committee, as outlined in this evaluation process of the RFP. Evaluation of Proposals will be based on an average of the Committee Member's points for Sections 5.4.1 and 5.4.2. Points will be assigned from the Procurement and Warehousing Services Department for Section 5.4.3 and the Supplier Diversity Outreach Program will assign points for Section 5.4.4.

Negotiations, if determined by the Evaluation Committee are needed, will start with the highest ranked Proposer. After the conclusion of negotiations, the recommended for award would be made for the services sought in the RFP in accordance with the terms of the negotiations and as stated above.

An Agreement (in the form of the Sample Agreement attached hereto as **Attachment “E”**) shall be prepared for execution by the Proposer(s) and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> 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 the School Board 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 7.0, SPECIAL CONDITIONS

- 7.1 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, April 27, 2018** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704  
**Attention: 19-008V – Investment Banking Services**

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

**One (1) complete, original hard-copy Proposal** (clearly marked as such), and **one (1) complete, original electronic version** (both clearly marked as “original”) will constitute the original governing documents. The electronic version in PDF on a Flash Drive **including any supplemental information/marketing materials**, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 4 of RFP) number and title), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the electronic copy, the **original hard-copy Proposal** will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. **Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.**

- 7.2 **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** (Page 4 of RFP) shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) 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 (1) 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.

7.3 **MINIMUM INSURANCE REQUIREMENTS:**

- 7.3.1 **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. Please indicate on certificate, “All policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida” and “Certificate holder is named as an additional insured” in the description box on General Liability certificate.
- 7.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 7.3.3 **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). **Complete Workers’ Compensation Affidavit (Attachment H) and submit with Proposal, if applicable.**

## **SECTION 7.0, SPECIAL CONDITIONS (continued)**

- 7.3.4 **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.
- 7.3.5 **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.
- 7.3.6 **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 Risk Works 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. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.
- 7.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 7.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 7.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 7.3.7.3 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
- 7.3.8 **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.
- 7.3.9 **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 contract.**
- 7.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**
- 7.4.1 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.
- 7.4.2 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.

## SECTION 7.0, SPECIAL CONDITIONS (continued)

- 7.4.3 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.
- 7.4.4 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.
- 7.4.5 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.
- 7.5 **W-9 FORM:** All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.
- 7.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.
- 7.7 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.7.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 6.0 – Evaluation of Proposals. 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.
- 7.7.2 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.
- 7.7.3 **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:
- 7.7.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 7.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 5.1.4 (see also Section 1.0, Page 4- Required Response Form).
- 7.7.3.3 Failure to respond to all sections/subsections within the RFP.
- 7.7.3.4 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.
- 7.7.3.5 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.

**SECTION 7.0, SPECIAL CONDITIONS (continued)**

- 7.7.3.6 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.
- 7.7.3.7 The School Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

## SECTION 8.0, GENERAL CONDITIONS

- 8.1 **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".
- 8.1.1 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.
- 8.1.2 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.
- 8.2 **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.
- 8.2.1 **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.
- 8.2.2 **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.**
- 8.2.3 **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.
- 8.2.4 **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.**
- 8.3 **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 8.2.2)
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **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.
- 8.9 **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- 8.10 **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.
- 8.11 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 8.12 **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.

<p>8.13 <b>INTERPRETATIONS:</b> Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Introduction and General Information of the RFP, Section 2.2, Questions and Interpretations. If necessary, an Addendum will be issued.</p>	<p>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 &amp; 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.</p>
<p>8.14 <b>EVALUATION COMMITTEES AND PROPOSALS:</b> SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.</p>	<p>8.23 <b>DISPUTES:</b> In the event of a conflict between the documents, the order of priority of the documents shall be as follows: a) Any Agreement resulting from the award of this RFP; then b) Addenda released for this RFP, with the latest Addendum taking precedence; then c) The RFP; then d) Awardee's proposal. In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.</p>
<p>8.15 <b>AWARDS:</b> In the best interest of SBBC, the Procurement &amp; 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 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.</p>	<p>8.24 <b>PATENTS &amp; ROYALTIES:</b> 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.</p>
<p>8.16 <b>PROPOSAL OPENING:</b> 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.</p>	<p>8.25 <b>OSHA:</b> 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.</p>
<p>8.17 <b>ADVERTISING:</b> 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.</p>	<p>8.26 <b>SPECIAL CONDITIONS:</b> 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.</p>
<p>8.18 <b>INSPECTION, ACCEPTANCE &amp; TITLE:</b> 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.</p>	<p>8.27 <b>ANTI-DISCRIMINATION:</b> The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services &amp; EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.</p>
<p>8.19 <b>PAYMENT:</b> 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).</p>	<p>8.28 <b>QUALITY:</b> 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, <b>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.</b></p>
<p>8.20 <b>CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:</b> 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 <b>Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship</b>, 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.</p>	<p>8.29 <b>LIABILITY INSURANCE, LICENSES AND PERMITS:</b> 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.</p>
<p>8.21 <b>INSURANCE:</b> Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 8.29 <b>LIABILITY INSURANCE, LICENSES AND PERMITS</b> of the General Conditions. Insurance Requirements are shown in Section 7.3 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.</p>	<p>8.30 <b>BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:</b> 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.</p>
<p>8.22 <b>LICENSES, CERTIFICATIONS AND REGISTRATIONS:</b> 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 (5) working days of notification.</p>	<p>8.31 <b>CANCELLATION:</b> 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.</p>



- 8.32 **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.
- 8.33 **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 8.34 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 8.35 **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.
- 8.36 **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.
- 8.37 **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.
- 8.38 **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.
- 8.39 **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.
- 8.40 **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.
- 8.41 **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.
- 8.42 **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.
- 8.43 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** 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, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. SM/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit [www.browardschools.com/sdop](http://www.browardschools.com/sdop).
- 8.44 **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](http://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](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
- 8.45 **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."**

8.45 (Continued)

**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.**

**8.46 POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com), May 10, 2018 @ 3:00pm 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](http://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.**

**8.47 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

8.47 (Continued)

pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

**8.48 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.

**8.49 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.

**8.50 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.**

**8.51 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.

**8.52 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.

**8.53 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.

**8.54 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.



8.55 **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.

8.56 **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.

8.57 **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://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.

8.58 **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.

8.59 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

8.60 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- b) The Broward County Certified Minority/Women Business Enterprise vendor;
- c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- d) The Florida Certified Minority/Women Business Enterprise vendor;
- e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;

8.60 (Continued)

- g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

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

8.61 **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.

8.62 **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](http://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.*

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

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

8.64 **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.

8.65 **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.
- 8.66 **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.

**SECTION 9.0, FORMS AND ATTACHMENTS**

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

## ATTACHMENT A

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

1. **S/M/WBE Monthly Subcontractor Utilization Report**

**Form is provided to SDOP after award of contract.**

**Document Link: (Copy and Paste to Browser)**

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

Document Preview:

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

2. **Small/Minority/Women Business Enterprise Subcontractor Participation Form Schedule**

**Return with your submitted Proposal.**

**Document Link: (Copy and Paste to Browser)**

[http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule\\_082017\\_Final.pdf](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf)

Document Preview:

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

## ATTACHMENT A

### 3. Statement of Intent to Perform as a S/M/WBE Subcontractor

**Return with your submitted Proposal.**

**Document Link: (Copy and Paste to Browser)**

[http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent\\_082017\\_Final.pdf](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf)

**Document Preview:**



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

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

### 4. S/M/WBE Participation Good Faith Effort Form

**Return with your submitted Proposal.**

**Document Link: (Copy and Paste to Browser)**

[http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm\\_101119\\_v5.pdf](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101119_v5.pdf)

**Document Preview:**



**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:			
Contact Person:			
Phone #:		Email:	

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

## ATTACHMENT A

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

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



ATTACHMENT B –

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

In accordance with General Condition 8.20, 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 –**

### **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 D –

### DRUG FREE WORK PLACE

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ or \_\_\_\_\_

Produced Identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

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

**ATTACHMENT E –**

**SAMPLE AGREEMENT**

**SBBC SAMPLE AGREEMENT – [CLICK HERE](#)**

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

**Sample Agreement Link:**

**[http://www.broward.k12.fl.us/supply/docs/external-forms/PWS\\_SampleAgreement\\_201712.pdf](http://www.broward.k12.fl.us/supply/docs/external-forms/PWS_SampleAgreement_201712.pdf)**

## ATTACHMENT F –

### 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>. (See General Condition 8.64)

#### (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.

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Organization Name

19-008V  
RFP NUMBER

---

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

---

Signature(s)

---

Date

## INSTRUCTIONS FOR CERTIFICATION

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

## **ATTACHMENT G**

School Board Policy 3120 – Debt Management and Supplement are incorporated herein to this RFP.

Link: <http://www.broward.k12.fl.us/sbbcpolicies/docs/P3120%20000..pdf>

Link: <http://www.broward.k12.fl.us/sbbcpolicies/docs/3120.1.pdf>

**ATTACHMENT - H**

**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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public Signed: \_\_\_\_\_

Notary Public Print: \_\_\_\_\_

Notary Stamp Below:



## ATTACHEMENT - I REFERENCES



### The School Board of Broward County, Florida REFERENCES

**Vendor Name:** \_\_\_\_\_

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. 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 - J

### STATEMENT OF "NO RESPONSE"

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

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

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

RFP Number: 19-008V

Title: Investment Banking Services

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

√	<b>Reasons for "No Response":</b>
	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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_