



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

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Superintendent of Schools

May 2, 2017

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 17-144N School Uniforms (Elementary & Middle Schools)**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **School Uniforms (Elementary and Middle Schools)**. 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 karlene.grant@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

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

- **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION** (See Section 4.4.4 of the RFP)
SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

NON-MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference will be held on **May 10, 2017, beginning at 10:00 a.m.** Eastern Time (ET), in the in the Procurement & Warehousing Services, 7720 W. Oakland Park Blvd., Ste. 323, Sunrise 33351, FL **Bid Room 4**. Representatives from all interested companies are encouraged to attend.

REQUIRED RESPONSE FORM

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

PROPOSAL SUBMITTAL FORMAT

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

DUE DATE

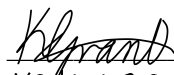
Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

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

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

Sincerely,


Karlene Grant
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 17-144N

School Uniforms (Elementary and Middle Schools)



RFP Release Date:	May 2, 2017
Non-Mandatory Proposers' Conference: *	May 10, 2017
Written Questions Due:	On or Before 5:00 p.m. ET May 28, 2017 in Procurement & Warehousing Services Department
Proposals Due: *	On or Before 2:00 p.m. ET June 7, 2017 in Procurement & Warehousing Services Department

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

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

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

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REQUEST FOR PROPOSALS (RFP) 17-144N
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: May 2, 2017

TITLE: School Uniforms (Elementary and Middle Schools)

This Proposal must be submitted to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET June 7, 2017 and plainly marked RFP 17-144N School Uniforms (Elementary and Middle Schools). Proposals received after 2:00 p.m. EST on date due will not be considered.

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

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF/Microsoft Word 6.0 or higher on flash drive and three (3) copies (which must be identical to the original Proposal, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-144N), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the original hard-copy Proposal and the copies, the original hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

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

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

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

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

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 Broward County Public Schools (BCPS) is the sixth largest public school system in the United States and the second largest in the state of Florida. BCPS is Florida's first fully accredited school system since 1962. BCPS has over 265,000 students and approximately 175,000 adult students in 238 schools, centers and technical colleges, and 103 charter schools. BCPS serves a diverse student population. Students are from 208 different countries and speak 181 different languages. BCPS is governed by a nine (9) member Board (SBBC); of which seven (7) members are elected from single member districts and two (2) members are elected on a county-wide basis (at-large). All terms of office are staggered. A Superintendent of Schools is appointed by SBBC to implement and manage the District and its policies.

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for **School Uniforms for Elementary and Middle Schools** as described herein. The intention of this RFP is to provide schools with a pool of qualified companies from which to choose their school uniform provider. SBBC reserves the right to increase the pool of qualified companies each subsequent year (anniversary date) of the term of the contract, if deemed necessary by SBBC. The decision to increase the pool of qualified vendors is at the discretion of the District and will only be considered if feasible. The Proposals will be evaluated by the Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Regardless as to the year a company is added to the pool of qualified companies, all awards will be terminated **August 31, 2020** or, if renewed, at the end of the contract renewal period.

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **May 10, 2017 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 10:00 a.m.** Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive Proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from SBBC Supplier Diversity & Outreach Program may be present to address issues regarding M/WBE participation. M/WBE-certified vendors are invited to attend.

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Karlene Grant, Purchasing Agent III, Procurement & Warehousing Services Department, 754-321-0542** at the address listed in Section 6.1, via facsimile 754-321-0533 or via e-mail at karlene.grant@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET May 28, 2017**. 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.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **date of award, whichever is later, and continuing through August 31, 2020**. 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 first two (2) years of the contract as stated in Section 2.5 of this RFP.** The Proposer agrees to this condition by signing its Proposal.
- 2.5 **Price Adjustments:** Prices offered shall remain firm for the first two (2) years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing the parents/guardians. If the awardee's price is increased without written approval from SBBC, the awardee will be in default of the contract. Price adjustments shall not exceed 3%.
- 2.6 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for **Category a.)** Experience and Qualifications and **Category b.)** Scope of Services. **Category c.)** Cost of services will be determined by mathematical calculation and **Category d.)** Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend a pool of qualified companies that have complied with the terms, conditions and requirements of the overall RFP and receive **60 points or greater**. The number of firms to be recommended is solely at the discretion of the Committee.

It will be up to the school's discretion as to which Proposer is selected from the pool of qualified companies. The school Principal (or Designee) will fill out and send to the selected company, **Attachment L, Confirmation of Services**, as notification to the company that they have been selected.

3.0 CALENDAR

May 2, 2017	Release of RFP 17-144N
May 10, 2017*	Non-Mandatory Proposers' Conference
May 28, 2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
June 7, 2017*	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
June 19, 2017*	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 10:00 a.m. ET
June 21, 2017	Posting of Recommendation

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

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

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
 - 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
 - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
 - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
 - 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
 - 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

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

With a Copy to: Director, Office of School Performance & Accountability
The School Board of Broward County, FL
610 Northeast Thirteenth Avenue
Pompano Beach, FL 33060

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

(Address)

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

(Address)

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

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

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.
- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**
- 4.2.2 **ALL PROPOSERS MUST EXECUTE AND SUBMIT ATTACHMENT C, LEGAL OPINION OF BIDDER'S PREFERENCE FORM TO BE CONSIDERED.** Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with Proposal, shall result in Proposal being considered "non-responsive" and Proposal rejected.
- 4.2.3 Proposer must have an active registration to do business in the State of Florida with the Department of State Division of Corporations by registering their business on www.sunbiz.org at the time of RFP opening.
- 4.2.4 Proposer must provide a statement that Proposer's company has a walk-in sales location in the Tri-County area (Broward, Miami-Dade or Palm Beach) for the purchase of school uniforms that is open for business for the entire school year. Indicate the address and the days and hours that your walk-in location is open throughout the school year. The walk-in sales location in the Tri-county area must be open for business by the time of Proposal opening. Proposer without a location in the Tri-County area will be disqualified.
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

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

4.4 Evaluation Criteria (Continued)

4.4.1 Proposer’s Qualifications – (Maximum 20 allowable points)

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

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

Bidder(s) must provide a general description of the firm’s financial condition and identify any conditions that may impede bidder’s ability to complete the project.

4.4.1.3 Provide any additional information, including promotional material, that highlights experience or expertise, which is relevant and directly applicable to this RFP.

4.4.1.4 Proposer must provide a statement that their company has been in the business of providing School Uniforms, as described in this RFP, for a minimum of two (2) years. Proposer may include a minimum of two (2) examples in the table below.

Name/Address of School. <u>Include contact information.</u>	<u>Number of Years</u> providing School Uniforms.

4.4.1.5 Complete and submit, **Attachment H**, References. Provide a list of at least 3 references for previous school experience in the last three years. If the Proposer has performed worked for SBBC, references should include previous SBBC contacts.

THIS IS INTENTIONALL LEFT BLANK

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

4.4 Evaluation (Continued):

4.4.2 **Scope of Services Provided – (Maximum 60 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below.

The district understands the variations in color, size and style may affect the bidder's ability to make declarations they will have uniforms readily available for parents/guardians. However, each bidder should provide responses based on the requirements of the schools they are familiar with and have serviced previously.

Minimum must include the following:

Section	Scope of Services	Yes, Can Comply Maximum of <u>3</u> points per item	Yes, Can Comply But with Stated Deviations Maximum of <u>1</u> points per item	No, Cannot Comply or Provide <u>0</u> points
4.4.2.1	Make a statement that your company agrees to give the opportunity to every student to purchase school uniforms, if they so desire, in colors to be determined by the school Principal prior to ordering.			
4.4.2.2	Make a statement your company shall provide vouchers or certificates to the school Principal for one free article of clothing, for every ten (10) like articles of clothing sold at the respective school. The submitted voucher or certificates shall specify this specific article of clothing. Vouchers or certificates are to be delivered to the school Principal at the same time as the monthly summary as described in 4.4.2.8.			
4.4.2.3	Describe, in detail, the procedures which shall be used by your company to provide school uniforms in a manner that will cause the least amount of disruption to the students and the school			
4.4.2.4	Make a statement that your company shall not allow school uniforms to be irregulars or seconds.			
4.4.2.5	Provide a sample of the flyer that shall describe the school uniforms available for purchase. Upon award, the flyer submitted to the school Principal <u>for approval prior to distribution to the students</u> must contain only the items, services, and costs submitted in response to this RFP; and exclude any item or service not approved for inclusion in the flyer by the school Principal.			
4.4.2.6	Describe any additional services that your company shall provide at no additional charge			

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

4.4 Evaluation (Continued):

4.4.2 Scope of Services Provided (Continued) – (Maximum 60 allowable points)

Section	Scope of Services	Yes, Can Comply Maximum of <u>3</u> points per item	Yes, Can Comply But with Stated Deviations Maximum of <u>1</u> points per item	No, Cannot Comply or Provide <u>0</u> points
4.4.2.7	Describe your company's "Money Back Guarantee" policy, for school uniforms, if a student pays for their school uniform(s) and prior to receipt of the uniform(s) does not attend or withdraws from the school.			
4.4.2.8	Make a statement that if awarded, a computerized monthly summary shall be provided of each specific article of clothing and quantities sold by the tenth day of the following month to the individual school's bookkeeper. It is <u>NOT</u> necessary to specify sizes sold.			
4.4.2.9	Make a statement that awardee shall have the local service representative handle and/or manage all aspects of the account.			
4.4.2.10	Clearly describe any discounts offered.			
4.4.2.11	Make a statement that the chosen company shall distribute directly to the students their school uniforms by a date specified by the school Principal.			
4.4.2.12	Make a statement that Proposer understands that although one company shall be chosen by each school, all parents/guardians shall also be offered an array of sources (such as various department stores) for the purchase of uniforms and schools shall not limit the parents/guardians options to just the chosen company.			

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

4.4 Evaluation (Continued):

4.4.2 Scope of Services Provided (Continued) – (Maximum 60 allowable points)

Section	Scope of Services	Yes, Can Comply Maximum of <u>3</u> points per item	Yes, Can Comply But with Stated Deviations Maximum of <u>1</u> points per item	No, Cannot Comply or Provide <u>0</u> points
4.4.2.13	Make a statement that the title to all artwork, designs and any other requirement not stated herein, required for the completion of the finished product for use in connection with any School Board of Broward County uniform shall be the property of, and owned by, the specific school for which it was designed. Such items shall be made available to the appropriate school upon completion and/or delivery of uniforms unless otherwise authorized by the affected school. Schools shall be allowed immediate access to any logos designed for their location in order to sell the school logo to any parent/guardian requesting the purchase of the school logo only.			
4.4.2.14	Make a statement that your company shall take orders and collect payments directly from the students or parents.			
4.4.2.15	Make a statement that if your company is chosen by a school, you will provide uniforms for a fashion show held by that school, if requested by the school Principal.			
4.4.2.16	State that your company shall guarantee that the school uniforms provided shall be of the highest quality as represented by any samples provided and that the service you will provide will also be of the highest standards.			
4.4.2.17	Due to the variations of orders based on size, quantity and delivery options the Proposer's pricing should not include taxes, shipping or handling. However, each Proposer should make a statement that they will ensure the appropriate tax will be included on each invoice and transferred to the appropriate agency; there will be no mark up on shipping charges and no additional charges unrelated to school uniforms will be included in the pricing to parents/guardians.			

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

4.4 Evaluation (Continued):

4.4.2 Scope of Services Provided (Continued) – (Maximum 60 allowable points)

Section	Scope of Services	Yes, Can Comply Maximum of <u>3</u> points per item	Yes, Can Comply But with Stated Deviations Maximum of <u>1</u> points per item	No, Cannot Comply or Provide <u>0</u> points
4.4.2.18	The district understands that once the Principal has selected their vendor and submitted the Confirmation of Services Form (Attachment L), the pricing made available is for items being maintained in inventory for that school. If the bidder receives an order for one (1) item for a school not usually serviced, make a statement explaining how pricing shall be calculated and if any applicable discounts or allowances shall be made.			
4.4.2.19	Make a statement that Proposer has reviewed General Information Item 2.5 and understands that prices stated in your proposal shall be held firm for the first two (2) years of the contract, and any price adjustments thereafter must be approved by SBBC Procurement & Warehousing Services Department prior to invoicing any parent/guardian.			

4.4.3 Cost of Services – (Maximum 10 allowable points): Proposer must complete and submit the Proposal Pricing Sheet. State your company's prices only on the Proposal Pricing Sheets attached. Although taxes will not be included in the prices stated, the Proposer shall be responsible for payment of any applicable taxes to the respective governmental agency. Do not add any additional items to the Proposal Pricing Sheet(s). Any additional items must be submitted on a separate sheet labeled "Additional Items". Any items added as Additional Products, with prices stated, will be allowed to be ordered by the schools, if they so desire. All additional pricing information shall be firm for the first two (2) years of the contract; however, this will not be included in the prices used during the evaluation process. See General Item 2.5 for details on price increases.

Maximum points will be allotted to the Proposer with the lowest price, thereafter each Proposer shall be awarded as a percentage of the lowest price. For example, if prices are received as follows; **Vendor A** \$40,000 **Vendor B** \$50,000 **Vendor C** \$60,000; **Vendor A** shall receive maximum points of 10, **Vendor B** will receive 8 points (40,000/50,000* 10 points), **Vendor C** shall receive 6 points. This methodology will be used to calculate the points for or all bids received.

Please complete all categories on the Pricing Summary Sheet. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

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

4.4 Evaluation (Continued):

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in **Attachment A3** of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

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

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

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

5.0 EVALUATION OF PROPOSALS

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

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	20
B. Scope of Services	60
C. Cost of Services	10
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

The SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the *10-Point Table for M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form.

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

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

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

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

5.0 EVALUATION OF PROPOSALS (Continued)

- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive **60 points** or higher from the Committee and approval will be based on the scores ascribed to Proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. Evaluation of Proposals will be based on an average of Evaluation Committee Member's points. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. Any Agreement resulting from these negotiations must be approved by SBBC's Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by SBBC's Attorney will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, June 7, 2017** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: RFP 17-144N School Uniforms (Elementary and Middle Schools)

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

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on flash drive and three (3) copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-144N), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All completed proposals must be submitted in sealed packaging (package, box, etc.) with the RFP number and the Proposer's company name clearly typed or written on the exterior of package.

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

6.3 INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment I) and submit with Proposal, if applicable.**
- 6.3.3 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

6.0 SPECIAL CONDITIONS (Continued)

6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.4 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.5 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.6 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(*Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)
- 6.3.7 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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.

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.0 SPECIAL CONDITIONS (Continued)

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS (Continued):

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

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

6.6 **DEPOSITS:** If Awardee requires a deposit on uniforms ordered, then a Surety Bond in the amount of \$50,000 is required if chosen by one or more schools. Awardee must submit the Surety Bond to Karlene Grant, Purchasing Agent, Procurement and Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, FL 33351-6704, and must notify Ms. Grant, by letter or e-mail, the amount of deposits received by each school, on the first day of each month. If the amount of the total deposits of all schools exceeds \$50,000, at any time, then the amount of the Surety Bond must be increased to that amount. Deposits made by credit card are not required to be covered by the Surety Bond but are to be included as a separate line in the report, by school, that is sent to SBBC. If a deposit is required, failure to provide a Surety Bond within 15 business days after being chosen by a school will result in contract being canceled and Awardee being removed from consideration for doing business with SBBC for a period of two years (see General Condition 7.6). All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be written on an occurrence basis. Surety must be shown on current <http://fmsq.treas.gov/c570/index.html>. If Surety Bond was previously submitted for School Uniforms and the amount has not been met, and is still current, provide a copy of the Bond.

6.7 **CONFIRMATION OF SERVICES:** It is the responsibility of each school to contact the Awardee(s) once the Board has approved the qualified pool of bidders and after receipt and approval of the various insurances from our Risk Management Department. Schools will send the Confirmation of Services Form, **Attachment L**, to the Awardee(s) they choose from the pool of vendors. Kindly note there is no specific timeframe for the schools to contact the proposers and as such, awardee(s) may contact the schools directly for confirmation. In addition, it will be at the School's discretion if they choose to meet and/or request presentations from awardee(s).

6.9 **FERPA REQUIREMENTS & STUDENT INFORMATION TO BE DISCLOSED:** The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.

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

6.0 SPECIAL CONDITIONS (Continued)

- 6.9 **FERPA REQUIREMENTS & STUDENT INFORMATION TO BE DISCLOSED (Continued):** 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), **Sections 1002.22 and 1002.221, Florida Statutes**; and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

7.0 GENERAL CONDITIONS

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

7.0 GENERAL CONDITIONS (Continued)

- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY:** All deliveries shall be F.O.B. Destination point. **Shipping points offered other than F.O.B. Destination shall be rejected.** Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by

7.0 GENERAL CONDITIONS (Continued)

7.13 INSPECTION, ACCEPTANCE & TITLE (Continued)

SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 PAYMENT: Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 INSURANCE: Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 DISPUTES: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- a) Any Agreement resulting from the award of this RFP; then
- b) Addenda released for this RFP, with the latest Addendum taking precedence; then
- c) The RFP; then
- d) Awardee's proposal.

In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

7.19 PATENTS & ROYALTIES: Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 OSHA: Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

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

7.0 GENERAL CONDITIONS (Continued)

- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**
- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be **100% formaldehyde free**. Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.0 GENERAL CONDITIONS (Continued)

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

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

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

7.0 GENERAL CONDITIONS (Continued)

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based.”** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **June 21, 2017 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 7.42 **AUDIT AND INSPECTION OF AWARDEE’S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee’s documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State’s representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.0 GENERAL CONDITIONS (Continued)

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
 - For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.0 GENERAL CONDITIONS (Continued)

- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.55 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.55 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.56 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - b) The Broward County Certified Minority/Women Business Enterprise vendor;
 - c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - d) The Florida Certified Minority/Women Business Enterprise vendor;
 - e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

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

- 7.57 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.0 GENERAL CONDITIONS (Continued)

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

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

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

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

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

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

CERTIFICATION

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

ATTACHMENT A

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

Proposer's Company Name: _____



**The School Board of Broward County, Florida
 Supplier Diversity & Outreach Program
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, FL 33351
 (754) 321-0505 ~ Fax (754) 321-0534**

Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % TO MINORITY/WOMEN
RFP Number: 17-144N RFP Title: School Uniforms					

M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: _____ Date: _____
 (Signature)

Printed Name: _____ Title: _____

Phone #: (____) - _____ Email: _____

Employment Diversity Statistics

Proposer's Company Name: _____

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

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

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION FORM

Proposer's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation for this contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		

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

ATTACHMENT B

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

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

Proposer's (Company) Name: _____

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

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

Check one of the following and sign:

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

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C

LEGAL OPINION OF BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer's (Company) Name: _____

MUST BE COMPLETED BY ALL BIDDERS.

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

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment C, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

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

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

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

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

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

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

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

Telephone Number of out-of-state Bidder's attorney: (____) ____ - _____

Email address of out-of-state Bidder's attorney: _____

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

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

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

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

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

ATTACHMENT D

W-9 Form

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

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

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

ATTACHMENT E

Drug-Free Workplace

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

Proposer's (Company) Name: _____

**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 _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

ATTACHMENT F

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT VENDOR NAME HERE

(hereinafter referred to as “VENDOR”),

whose principal place of business is

INSERT VENDOR ADDRESS

WHEREAS, SBBC issued a Request for Proposals identified as RFP “INSERT DATE HERE”(hereinafter referred to as “RFP”) which is incorporated herein by reference for the purpose of selecting a pool of qualified vendors from which school-allied groups might select a vendor to provide services to students enrolled at a specific district school; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as “Proposal”) and which is incorporated herein by reference whereby VENDOR proposed to provide “INSERT SERVICE HERE” to school-allied groups; and

WHEREAS, SBBC desires to award and VENDOR desires to accept a contract that establishes standardized terms and conditions for “INSERT SERVICE HERE” that VENDOR will offer to any school-allied groups desiring to contract with VENDOR for the provision of such services to students enrolled in one of SBBC’s district schools.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the approval of this Agreement by SBBC and conclude on “INSERT DATE HERE”. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the contract beyond the initial contract period or beyond any renewal period for an additional one-hundred and eighty (180) days at a rate for services not to exceed the CPI of the previous year.

2.02 **Separate Contracts for Services.** The VENDOR acknowledges that this Agreement does not award or guarantee it to receive any amount of work, any specified volume of service or amount of revenue that VENDOR may derive from the provision of “INSERT SERVICE HERE” or assure that the VENDOR will receive any contracts from school-allied groups for the provision of “INSERT SERVICE HERE”. Rather, this Agreement is intended to establish the VENDOR as a qualified vendor with whom individual school-allied groups may enter into contracts for “INSERT SERVICE HERE” upon, at a minimum, the terms and conditions described herein. VENDOR acknowledges that SBBC shall have no liability or obligation to make payment to VENDOR for any “INSERT SERVICE HERE” provided to any district school students.

2.03 **Pricing for Services.** VENDOR agrees that the prices for services offered in its Proposal shall remain firm for the original term of this contract. The VENDOR may submit a request for price adjustment thirty (30) days prior to any renewal period of the Agreement. If a price adjustment is approved by SBBC’s Director of Procurement and Warehousing Services for any renewal period, such adjusted price must remain in effect for the remainder of that renewal period. Price adjustment requests for any subsequent renewal or extension period shall not exceed three percent (3%). SBBC reserves the right to decline any contract renewal regardless of price considerations.

2.04. **Priority of Documents.** In the event of any conflict between the documents, the following priority of documents shall govern:

- First: This Agreement; then
- Second:
- Third:

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding upon both parties.

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

(a) **VENDOR’s Records Defined.** For the purposes of this Agreement, the term “VENDOR’s Records” shall include, without limitation, any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement or the “INSERT SERVICE HERE” provided by VENDOR to any district school student or school-allied group.

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

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

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

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause.

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

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

With a Copy to: Director – Procurement and Warehousing Services
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 323
Sunrise, Florida 33351

To VENDOR: INSERT VENDOR NAME
INSERT VENDOR ADDRESS

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

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of

any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

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

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

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

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

3.07 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. By VENDOR : VENDOR 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 VENDOR , its agents, servants or employees; the equipment of VENDOR , its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR , SBBC or otherwise.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

VENDOR

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20__ by _____ of
Name of Person

VENDOR on behalf of the corporation/agency. He/She

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

ATTACHMENT G

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

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

Proposer's (Company) Name: _____

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name 17-144N

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT H

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 I

Workers' Compensation Affidavit

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

=

12-1-17

ATTACHMENT J

Proposal Pricing Sheet(s)

PROPOSAL PRICING SHEET HAS BEEN DOWNLOADED ON DEMANDSTAR AS AN EXCEL SHEET.
THIS EXCEL FILE MUST BE SUBMITTED WITH YOUR BID.

DO NOT CHANGE ANY FORMATS, WORDING, NUMBERS, OR REARRANGE ITEMS IN THIS FILE

PROPOSAL PRICING SHEET

Proposer's (Company) Name: _____

All uniforms should be cotton/poly material with children's sizes from 2T – 16 and adult sizes for students including slim and chubby/husky cut. The district understands that the price of the uniform is also driven by the color of the fabric. Whilst we cannot create a list encompassing all colors, we have created two (2) pricing sheets in attempt to provide a better indicator of prices. The first list is labelled **standard colors** and relates to white and other comparable colors with similar prices. The second list is related to unique colors with a sizeable difference in cost.

Each bidder should include prices for both sheets shown below and submit with their proposal. Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution.

- ✚ Prices should NOT include standard shipping and tax if applicable.
- ✚ The information is also included in excel format and may be submitted on flash drive.

Points will be awarded for the lowest price for both sheets.

BID PRICE FOR BOYS AND GIRLS (STANDARD COLORS): \$ _____

BID PRICE FOR BOYS AND GIRLS (UNIQUE COLORS): \$ _____

TOTAL BID PRICE FOR BOYS AND GIRLS \$ _____

School Logo: Embroidery \$ _____

Screen Printing \$ _____

Iron On \$ _____

ATTACHMENT K

Surety Bond

SURETY BOND

Proposer's (Company) Name: _____

KNOW ALL MEN BY THESE PRESENTS,

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

The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP 17-144N**.

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP 17-144N**, then this obligation shall be void, otherwise it shall remain in full force and effect.

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

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

WITNESS

PRINCIPAL

WITNESS

INSURANCE COMPANY

BY:

ATTORNEY-IN-FACT

ATTACHMENT L

Sample Confirmation of Services Form

(PUT ON SCHOOL LETTERHEAD)
(TO BE FILLED OUT AND SENT TO SELECTED AWARDEE)

SAMPLE CONFIRMATION OF SERVICES FORM

FOR RFP 17-144N, SCHOOL UNIFORMS (Elementary & Middle Schools)

Date:

To: (Vendor's Name and Address)

Dear (Vendor's Name):

Based upon your company's response to RFP 17-144N, our school,

_____, has chosen your company to
(School Name)

provide school uniforms, for our students for the _____ School Year.
(Indicate School Year)

Principal's (Designee's) Signature

Cc: Karlene Grant, Purchasing Agent III, Procurement & Warehousing Services

ATTACHMENT M

Statement of “No Response”

ATTACHMENT M, STATEMENT OF "NO RESPONSE"

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

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: **17-144N**

Title: **School Uniforms**

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

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

Comments:

Signature: _____ Date: _____



Bidder Info	
Company Name	
Company Representative	
Email Address	
Phone Number	
Fax Number	
Website Address	
Street Address	
City	
State	
Zip Code	
After Hours Contact	
M/WBE Certification*	
Agency Issuer*	
*Review General Condition 52 prior to completing	

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
3.) Email this completed Excel document to the appropriate contact in the Procurement & Warehousing Service department
Thank you for your cooperation!

PROPOSAL PRICING SHEET: STANDARD COLORS

Proposer Name: _____

Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution.
 Prices should NOT include standard shipping and tax if applicable.

GIRLS	Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		TOTAL
		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students	
Pleated Skirts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Jumper	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Skorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Shorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Culottes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Pants	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Crewneck Shirt without Pocket	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Peter Pan Blouse	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Knit Polo Shirt, Plain	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Knit Polo Shirt, Stripes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
BOYS	Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		Quantity	Children's Adult Sizes		TOTAL
		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students	
Shorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Pants	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Oxford Shirt, Short Sleeve	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Oxford Shirt, Long Sleeve	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Knit Polo Shirt, Plain	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Knit Polo Shirt, Stripes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
Crewneck Shirt with Pocket	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -	\$ -
TOTAL BID PRICE FOR GIRLS & BOYS																\$ -

School Logo: _____

Embroidery:	\$	-
Screen Printing:	\$	-
Iron On:	\$	-

Additional Information:

PROPOSAL PRICING SHEET: UNIQUE COLORS

Proposer Name: _____

Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution.

Prices should NOT include standard shipping and tax if applicable.

GIRLS	Quantity	Children's		Quantity	Adult Sizes		Quantity	Children's		Quantity	Children's		Quantity	Adult Sizes	
		Size 2T-16	Adult Sizes for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students			
Pleated Skirts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Jumper	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Skorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Shorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Culottes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Pants	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Crewneck Shirt without Pocket	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Peter Pan Blouse	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Knit Polo Shirt, Plain	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
Knit Polo Shirt, Stripes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	751-1000	\$ -	\$ -	> 1000	\$ -	\$ -
BOYS	Quantity	Children's		Quantity	Adult Sizes		Quantity	Children's		Quantity	Children's		Quantity	Adult Sizes	
		Size 2T-16	Adult Sizes for Students		Size 2T-16	for Students		Size 2T-16	for Students		Size 2T-16	for Students			
Shorts	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Pants	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Oxford Shirt, Short Sleeve	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Oxford Shirt, Long Sleeve	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Knit Polo Shirt, Plain	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Knit Polo Shirt, Stripes	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
Crewneck Shirt with Pocket	1-250	\$ -	\$ -	251-500	\$ -	\$ -	501-750	\$ -	\$ -	501-750	\$ -	\$ -	> 1000	\$ -	\$ -
TOTAL BID PRICE FOR GIRLS & BOYS															

School Logo:

Embroidery:

Screen Printing:

Iron On:

\$ -
\$ -
\$ -

