THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Abby M. Freedman, Chair
Nora Rupert, Vice Chair

Robin Bartleman
Heather P. Brinkworth
Donna P. Korn
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

8/7/2017

Dear Prospective Bidders,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 18-098C - Electrical Services

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

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

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

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on 8/10/2017, beginning at **9AM** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. 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 BID"**

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

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

Al Shelton
The School Board of Broward County, Florida

REQUEST FOR PROPOSALS (RFP)

RFP 18-098C

RFP Electrical Services

RFP Release Date:	Monday, August 7, 2017
Non-Mandatory Proposers' Conference: *	Thursday, August 10, 2017
Written Questions Due:	On or Before 5:00 p.m. ET Friday, August 11, 2017 in Procurement & Warehousing Services Department
Proposals Due: *	On or Before 2:00 p.m. ET Thursday, August 31, 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.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL 4
SECTION 2, INTRODUCTION AND GENERAL INFORMATION 5
SECTION 3, CALENDAR 6
SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL 7
SECTION 5, EVALUATION OF PROPOSALS 10
SECTION 6, SPECIAL CONDITIONS 11
SECTION 7, GENERAL CONDITIONS 14
SECTION 8, FORMS AND ATTACHMENTS 20
ATTACHMENT A 21
SCOPE OF SERVICES 21
ATTACHMENT B 40
ATTACHMENT B1 – MONTHLY M/WBE SUBCONTRACTOR 41
ATTACHMENT B2 – EMPLOYMET DIVERSITY STATISTICS 42
ATTACHMENT B3 – M/WBE (MINORITY/ WOMEN BUSINESS ENTERPRISE) PARTICIPATION FORM 43
ATTACHMENT C 44
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP 44
ATTACHMENT D 45
W – 9 FORM 45
ATTACHMENT E 46
DRUG FREE WORK PLACE 46
ATTACHMENT F 47
SAMPLE AGREEMENT 47
ATTACHMENT G 60
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, ... 60
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS 60
INSTRUCTIONS FOR CERTIFICATION 61
ATTACHMENT H 62
ACH PAYMENT AGREEMENT FORM 62
ATTACHMENT I 63
WORKERS' COMPENSATION AFFIDAVIT 63
ATTACHEMENT J 64
SURETY BOND 64
ATTACHMENT K 65
STATEMENT OF "NO RESPONSE" 65

	The School Board of Broward County, Florida **PROCUREMENT AND WAREHOUSING SERVICES** 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**: **8/31/2017** and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.	RFP NO.: **18-098C**	RELEASE DATE: **8/1/2017**	PURCHASING AGENT: Al Shelton 754-321-0520
	RFP TITLE: **ELECTRICAL SERVICES**		

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

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

SECTION 1 – Required Response Form

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

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	
Toll Free Number:	Contact Person:
Fax Number:	Contact Person's E-Mail Address:
Internet URL:	Contact Telephone Number:
E-Mail Address for PO:	
Proposers 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	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2, INTRODUCTION AND GENERAL INFORMATION

2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Concrete Cutting & Core Drilling Services as described herein.

2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on 8/9/2017**in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 10AM .** 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 the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding M/WBE participation.

2.3 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Al Shelton**, Procurement & Warehousing Services Department, 754-321-0520** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail ashelton@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 8/18/2017**. 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.

2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **11/15/2017, or date of award, whichever is later, and continuing through 9/30/2020 .** 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 term 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 through the first three years of the contract**. A request for price adjustment may be submitted 30 days prior to the first renewal date of the contract. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at http://www.bls.gov or by contacting the Bureau directly.

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 considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

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

2.8 **Subcontracting:** Awardees may not subcontract any concrete cutting or core drilling services without the prior written approval of the PPO Supervisor assigned. If subcontractors are approved by SBBC, they must be in compliance with all licensing and certification requirements,

SECTION 3, CALENDAR

8/7/2017	Release of RFP 18-098C
8/10/2017	Non-Mandatory Proposers' Conference (See Section 2.2)
8/11/2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
8/31/2017*	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
9/6/2017*	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 9AM ET
9/12/2017	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.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.

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

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

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

4.2.3 All bidders must be Pre-Qualified by the School Board of Broward County, Florida for the type of work specified herein at the time bids are opened.

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.

4.4.1 **Proposer's Qualifications – (Maximum 30 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract, of three pages maximum, 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. In addition, the Executive Summary should provide information about the company and how long the company has been in business. (Up to 10 Points)

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

4.4.1.3 Provide three (3) references of completed projects, regarding electrical projects, within the last 5 years. References must include a one paragraph brief summary of scope of work completed pictures of the work performed. (Up to 15 Points)

4.4.1.4 Organize package in the manner specified in section 4.0. (5 Points)

4.4.2 **Scope of Services:** The Scope of Services listed is minimum requirements. By providing a proposal, proposer agrees to comply with minimum Scope of Services. Please refer to Attachment A.

4.4.3 **Cost of Services – (Maximum 60 allowable points):** Proposer must state a single firm fixed price as indicated below. The format listed below must be followed. No additional costs will be considered for award. Proposer's total cost shall be all inclusive to include all out-of-pocket expenses in accordance with the terms, conditions and specifications of this RFP.

Distribution of Cost of Services points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. For example, if Proposer A submits a total cost of $100 and Proposer B submits a total cost of $105 and Proposer C submits a total cost of $115, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria since it is the lowest cost. Proposer B would receive (75% or 15 Points) and Proposer C would receive (50% or 10 Points).

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** The SBBC 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 firms 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 M/WBE-Certified by SBBC, the Bidder should also be listed on the M/WBE Participation Form.

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

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

M/WBE Information: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 4.4.4.3. Points will be awarded based on the evaluation criteria 4.4.4.1.		**Maximum Points**
4.4.4.1	The proposer shall identify each SBBC-Certified M/WBE firm, if any, that will be utilized by completing the Minority/Women Business Enterprise (M/WBE) Participation Form and Letter of Intent Form (see Attachment A3). The Letter of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the sub-consultant will perform. Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the 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 the bid is due 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 Office 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). **State your willingness to comply with this requirement.**	Yes____ No____
	Awardee must provide the Supplier Diversity & Outreach Program Office a 30-day written notice for substitution of an M/WBE Proposer. **State your willingness to comply with this requirement.**	Yes____ No____

SECTION 5, EVALUATION OF PROPOSALS

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

	CATEGORY	MAXIMUM POINTS
A.	Experience and Qualifications	30
B.	Cost of Services	60
C.	Supplier Diversity & Outreach Program	10
	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 Minority/Women Business Enterprise (M/WBE) Participation Form and Letter of Intent Form. The Letter of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship as well as the type of work and percentage of work the sub-consultant will perform.

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

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

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

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

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

5.4 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals 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. An Agreement (in the form of the Sample Agreement attached hereto as Attachment "F") shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida. **This Agreement approved by SBBC's General Counsel will be submitted to SBBC for final approval. Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

SECTION 6, SPECIAL CONDITIONS

6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 8/31/2017** 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: 18-098C - Electrical Services

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

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

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

6.3 **INSURANCE REQUIREMENTS –** MINIMUM INSURANCE REQUIREMENTS

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

6.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment H) and submit with Proposal, if applicable.**

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

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

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

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

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

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

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS**:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

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

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

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

6.6 **FLORIDA BIDDER'S PREFERENCE**: General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.7.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or

that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.

6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.7.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.7.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).

6.7.3.3 Failure to respond to all subsections within the RFP.

6.7.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.7.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.8 **DELIVERY:** All assigned work must be completed within the agreed upon timeframe after receipt of the "Notice to Proceed". Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned two (2) business days prior to the change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.

6.9 **COOPERATION WITH SBBC:** SBBC reserves the right to supervise all services, repairs and/or installation required under this contract and to provide the requisite parts from SBBC stock. SBBC also reserves the right to have SBBC personnel assist and work together with awardee's personnel when it is deemed in the best interest of SBBC. This Special Condition will NOT void ANY warranty provisions or Bid Specifications stated in this document, including the one-year "on-site" warranty for parts and labor provided by the awardee, while working in cooperation with SBBC authorized personnel.

6.10 **CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from the any project with the contract sum being adjusted accordingly without invalidating the contract. Any modified project shall be included under the conditions of this contract except that any claim for extension of time caused thereby shall be adjusted at the time of the change. Any claim for extra work must have the written approval of the PPO Supervisor assigned prior to the commencement of a project.

SECTION 7, GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

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

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY:** All deliveries shall be F.O.B. Destination point. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

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

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

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

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

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

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

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

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

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

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

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

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

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

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

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

7.38 **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 Supplier Diversity & Outreach Program*. The purpose of the program is to utilize available minority and women-owned businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office at the time the bid is due. **For information on 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/seccle/FIELDPRINT_CODES.pdf**. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

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

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com, 9/12/17 @3PM and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.55 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

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

a) 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.

7.58 **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.

SECTION 8, FORMS AND ATTACHMENTS

Please read carefully and fill out all attachments below, if applicable. Some attachments must be notarized.

ATTACHMENT A

SCOPE OF SERVICES

BASIC PARAMETERS

1. Awardee must provide a separate quote for each specific project / location. Blanket Purchase Order's for multiple locations and/or projects will not be allowed. All quotes must show the unit prices for labor, material equipment and other costs that may apply. The supplier's invoice for all material must be included with awardees' invoice for payment. In the case of an emergency, the Physical Plant Operations (PPO) Supervisor may waive this requirement.

2. Awardee must be licensed per Special Condition 1 and be able to perform any type of electrical installation, as appropriate, including but not limited to wiring, repair, maintenance and operations services as documented and required by the PPO Supervisor assigned and be in compliance with these Bid Specifications which are based upon the Guide Specification of the Facilities and Construction Division of the School Board of Broward County, Florida.

3. Awardee must provide all supervision, labor, equipment and materials, where required, for all work envisioned and specified in this bid for electrical service without restriction throughout the District. Blueprints will be furnished to the awardee by the PPO Supervisor assigned. Travel time to and from work projects will **NOT** be considered for reimbursement on any project.

4. A journeyman electrician must have completed a State of Florida-registered electrical apprenticeship program and possess either a State of Florida journeyman electrician's license or the equivalent County-issued Certificate of Competency, as appropriate. All awardee journeyman electricians must be in compliance with this provision and is subject to review at any time during the evaluation process of the bid prior to award or during the contract period.

5. All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the PPO Supervisor assigned. An awardee representative is required to attend a pre-job conference prior to the commencement of work at each project. The PPO Department shall give the awardee a minimum of 48 hours notification of the date and time of each conference. **ATTENDANCE IS MANDATORY, unless specifically waived by the PPO Supervisor assigned.** Failure to attend may result in awardee being held in default of contract. All information specific to the project including completion schedules will be discussed at the conference. Failure to adhere to the specifics of the project discussed at this conference may result in the awardee being held in default of contract.

6. The majority of the work will be done during normal SBBC business hours, 7 am to 4 pm, weekdays. Nonetheless, there may be emergencies which require projects to be completed after normal SBBC business hours, on weekends or during holidays. In emergency situations, the requirement to provide a written estimate may be waived. Awardee must available by phone 24 hours per day, 7 days per week in the event of such an emergency request. Once contacted, the awardee shall meet with the PPO Supervisor assigned and review the scope of the work required. When the awardee is issued an emergency request for repair or service, the awardee shall respond within 24 hours of receiving an "Emergency Notice to Proceed." Failure to respond in a timely manner to SBBC requests for service may constitute grounds for termination of this contract.

7. Awardees are to give prompt and efficient service to any SBBC location at the request of the PPO Department within five business days by mutual approval of the written project schedule by the awardee and the PPO Supervisor assigned.

8. All requested work must be completed within the timeframe and the written project schedule agreed upon between the awardee and the PPO Supervisor assigned. Additional time may be approved, if necessary, when requested, in writing, by the awardee.

9. Each project must be completed as quickly as reasonably possible, not to exceed the number of calendar days set forth in the "Notice to Proceed." The start date of each project shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between the PPO Supervisor assigned and the awardee prior to issuing the "Notice to Proceed." SBBC reserves the right to enforce $150.00 per calendar day penalty for liquidated damages to be paid to SBBC by the awardee or deducted from the final invoice. Liquidated damages, if enforced, will begin the day after the agreed completion date and continue until the project is substantially complete.

10. Awardee shall check for proper voltages for each job assigned. All material shall bear Underwriters Laboratories, Inc. (UL) labels.

11. Awardee will be responsible for scheduling timely rough, in progress and final inspections with SBBC Building Department (BCI) for all new installations throughout the District. Awardee must provide copies of all approved inspection reports to the PPO Department. Invoices will not be approved for payment without completed, signed and approved inspection reports attached to the invoices.

12. All electrical work assigned MUST be tested and in working order PRIOR to the completion of the work required.

13. Awardees are responsible for contacting Sunshine State One Call of Florida at (800) 432-4770, **www.callsunshine.com**, for member public utility locations and must repair any and all member public damaged utility or service lines damaged by their excavation immediately upon notice of such damage. Failure to respond immediately for such repairs will bring back charges to the awardee for any and all cost for SBBC to repair damaged lines. Awardee must have the necessary materials and equipment to locate conduit and wires buried in the ground. All wiring installations in PVC conduit shall be buried at least 18" underground or as required by Code. All excavation for installation must be included in the total cost quoted for jobs specified. SBBC site representative will work with awardees when it is necessary to identify SBBC-owned underground service lines, repairs to which will NOT be the responsibility of awardee(s).The awardee(s) will give a one (1) week notice for SBBC to mark SBBC-owned underground services and lines. The awardee(s) shall take necessary precautions to limit the possibility of damaging existing installations, damage to any obvious, identified and/or marked items by the awardee(s) will be the responsibility of the awardee(s).

14. Awardee is responsible for providing a safe work area, proper barricades, warning signage, caution tape, temporary fencing and so forth to insure that awardee's personnel, students and faculty are not subject to safety violations. At no time should there be unsupervised, exposed and/or energized electrical wiring, panels or equipment which would be accessible to the public. Overhead work repairs and installation projects must not be made or installed in an unsecured work area or while unauthorized persons are below. All excavation drilling areas must be effectively barricaded and/or fenced off to safely prohibit entry into the work area and the fenced off areas must be maintained until the completion of the project.

15. Awardee will also be responsible for the prompt clean-up of job sites and the removal of all debris that is a result or part of all related work. All excavation or drilling areas must be backfilled with clean fill to the current or surrounding landscape conditions within five business days after completion of the assigned project.

16. Awardee MAY be requested to replace damaged materials in electrical projects as directed by the PPO Department at the stated hourly labor rate. Replacement of electrical materials MAY be purchased under this contract at the discretion of the PPO Department on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the, total price and the awardee's cost-plus mark-up. Any remaining materials, after project completion, become the property of SBBC. The PPO Department is under NO OBLIGATION to purchase materials under this contract if the electrical supplies can be purchased on other SBBC contracts.

GENERAL ELECTRICAL SPECIFICATIONS

1. Awardee must provide all labor, materials, necessary equipment and services to provide a complete electrical system as indicated on drawings, as specified herein or both, except the items specifically indicated as "NIC ITEMS and described as follows:

a) Temporary electrical service for all trades.
b) Complete distribution system for lighting, electrical power, wiring devices, equipment, controls and panel boards as indicated or directed by the PPO Supervisor assigned.
c) A complete raceway system.
d) Transformer vault, bus stabs, underground duct bank, grounding, etc., as required for primary and secondary power system under the provisions of Florida Power and Light Company (FPL).
e) Empty raceway system and cabinets for the telephone system as indicated on drawings.
f) A complete clock & bell system and programming same.
g) A complete SBBC-owned instructional television system (ITV).
h) A complete intercom/paging system.
i) All conduit, outlets and junction boxes for a security system.
j) Wiring and hook-up of emergency standby generator and transfer switches.
k) Fuel transfer pumps, day tank, muffler, battery charger, control panel and related equipment.
l) Normal and emergency lighting system and luminaries.
m) Interior and exterior light and control systems.
n) Conduit and wiring system for A/C electrical controls.
o) Marking of all junction boxes with system voltage inside and outside of box.
p) Connect all equipment furnished by the PPO Supervisor assigned and provide caps, cords and other materials required to complete the installation.
q) Painting of electrical and special equipment.
r) Furnishing and installing necessary access panels.
s) Complete electrical testing.
t) All motors, unless otherwise specified, are to be furnished and set in place.
u) Temperature control equipment: furnished, installed, wired and tested.

2. Awardee(s) are to follow as closely as possible, the drawings and risers indicated in diagrammatic form the arrangements desired for the equipment fixtures, principal apparatus, kitchen equipment and so on. Awardee must include any additional conduit, boxes and wiring due to structural or other obstructions at no extra cost to SBBC.

3. The connection of all equipment even when furnished by the PPO Department.

4. Control wiring under the supervision of the PPO Supervisor assigned where required and install all associated equipment and wiring necessary for a complete system including motor starters, controllers, and control devices.

5. Wire all electrical equipment under this contract. Extras are not permissible for failure on the awardee to comply with Bid Specifications or the parameters of any project.

6. Install HVAC, plumbing and mechanical equipment power and control connections. The PPO Department may provide the following materials at their option or purchase from awardee on a discount from manufacturers' list prices:

a) Control wiring diagrams
b) Motor Starters
c) Contactors
d) Thermostats
e) Firestats (each fan and air handler unit (AHU)
f) Damper motors
g) Control devices
h) Safety switches
i) Junction boxes
j) Wiring
k) Materials for the connection of all equipment and controls
l) Provide cord sets as required
m) Additional materials and equipment as assigned by the PPO Supervisor assigned.

7. Awardee must verify outlet locations prior to installation and connection.

8. The latest editions of the following Codes and Standards are considered the minimum requirement for materials, workmanship and safety unless they are specified herein:

a) The Florida Building Code, or as amended from time to time and the following standards as adopted by the Code
b) National Electrical Code (NEC)
c) Life Safety Code, National Fire Protection Association, NFPA-101
d) Rule 4A-48, Florida Administrative Code (FAC)
e) The Americans with Disabilities Act (ADA)
f) Where materials and equipment are available under the continuing inspection and laboring service of UL, furnish materials and equipment bearing such labels
g) Public Law 91-596 Occupational Safety and Health Act
h) Ordinances of the local authorities having jurisdiction
i) ANSI A117.1
j) NFPA 70E Electrical Safety in the Work Place

9. Where equipment supports are on concrete construction, care must be taken not to weaken concrete or penetrate waterproofing. Obtain prior approval from the PPO Supervisor assigned for installation method of structural steel required to frame into building structural members for the support of the equipment and conduit. Welding will be permitted only when approved by the PPO Department. Coordinate dimensions of concrete housekeeping pads with requirements for equipment supplied.

10. Submit within 30 days of the "Notice to Proceed," four copies indexed, loose-leaf or bound copies of shop and detail drawings, factory-certified prints and material lists for items included by not limited to those listed below:

a) Switchboards and panelboards
b) Disconnect switches, motor starters, fuses, time clocks, contactors and relays

c) Transformers
d) Terminal cabinets
e) Wiring devices and plates
f) Luminaires, dimmers and accessories
g) Conduit, fittings, supports, pull boxes, wire and cable
h) Clock and program system
i) Fire alarm system
j) ITV system
k) Intercom/paging system
l) Emergency generator and transfer switch system

11. Field painting of exposed conduit and hangers as specified and directed by the PPO Supervisor assigned. Clean all surfaces and hanger rods free of grease, scale, rust and other foreign matter ready for painting. Touch up all factory-finishes marred in construction with factory touch-up kits.

12. Awardee is responsible for thoroughly reviewing of all plans and specifications affecting any electrical project assigned. Awardee must coordinate with the PPO Supervisor assigned before the commencement of work so that routing of systems and clearances are adequate. Notify the PPO Supervisor assigned concerning any conflicts or deviations immediately. Do not proceed until approval is granted by the PPO Department.

13. Special attention given but not to be limited to the following systems:
a) Conduit and raceway for the telephone system
b) HVAC ductwork, piping, condensate and waste
c) Fire sprinkler system, waste and vent lines, hot and cold water lines and rain water leaders

14. Coordinate work with SBBC utility providers such as FPL, AT&T and municipal water agencies.

15. Awardee shall submit verification of compliance with OSHA requirements for Lock Out/Tag Out procedures.

16. All hardware and accessory fittings shall be U.S. Standard (USS) of a type designed, intended or appropriate for the use and complement the items with which they are used, and have corrosion protection suitable for the south Florida conditions in which they are installed.

17. Ensure that equipment of a similar nature is identical, i.e., all panelboards of the same manufacturer and style

18. Awardee will be responsible for storing and protecting all materials from injury prior to installation. Do not store materials directly on the ground or floor and keep as clean and dry as possible and free from damage or deteriorating elements. NEVER install damaged materials.

19. Provide ground fault protection in all temporary service.

20. Factory paint or finish all enclosures, panels, cabinets, relays, safety switches, fixtures, gutters and other exposed equipment or accessories except as indicated otherwise. Group mounted items should be of the similar finish and color.

21. Tag all conductors and identify major conduits in or at wire-ways, panels, pull boxes, switchboards, motor controllers, cabinets and similar items to assist in future circuit tracing. Conductor tags must be non-conductive. Identify all circuits and equipment to correspond with the plans and specifications. Use paint markers, or other approved methods except as indicated otherwise. All junction box covers should be labeled on both sides indicating type of system and voltage. All gutters, terminal cabinets, starters, transformers, panels and disconnects must be identified with stencil labels indicating type system, voltage and equipment

being serviced. Labeling of all panel boards, junction boxes, pull boxes, outlets, and utilization equipment to include: panel, disconnect or equipment designation (if necessary). The panel, disconnect, or equipment from where it is fed, circuit designation, and location of the feeding panel (FISH number), disconnect or equipment.

22. Test that all circuits and devices are in good condition to operate and that each item of equipment will function not less than five times. Test all circuits for grounds, shorts and continuity. Provide all materials and equipment necessary for testing.

23. Demonstrate the essential features of the following electrical systems upon completion of satisfactory testing. The demonstration will be held in the presence of the PPO Supervisor assigned to show junction boxes, locations and relationships to the plans. Electrical systems are detailed in General Electrical Specification 1, above. In addition, the awardee will demonstrate how to "start-stop," reset, replace and emergency procedures, one system at a time. Submit a certificate of demonstration to the PPO Supervisor assigned for final acceptance.

24. Upon completion, the awardee must:

a) Coordinate final inspection with UBCI.
b) Identify all cables in junction boxes with name of equipment served.
c) Furnish warranty per Special Condition 18. Inspection and acceptance of the project by SBBC does not relieve the awardee of compliance with the warranty provisions.
d) Test finished project equipment and materials in the presence of the PPO Supervisor assigned and issue 4 copies of the certificate of test for all equipment in the project.

AS-BUILT DRAWINGS, TESTING AND MAINTENANCE INSTRUCTIONS

Substantial completion of the final inspection will not be held unless the following specifications are in full compliance.

1. Provide two indexed, bound copies of all maintenance manuals, wiring diagrams, control panel interconnect diagrams and the individual module wiring diagrams supplied with the control panel including all proprietary components and information. This submittal will be followed by a final revised submittal showing field adjustment, when required.

2. Provide upon completion of the system, a complete set of reproducible "as-builts" on CD-ROM in a compatible version of AutoCAD, showing installed, color-coded wiring, wire tag notations for exact locations of all installed equipment, specified interconnections between all equipment and internal wiring of the equipment. The manufacturer's representative shall provide a base drawing to the awardee.

3. The PPO does not have access to AutoCAD files and cannot provide these files to the awardee in order for the awardee to provide "as-built" records. AutoCAD documents are maintained by the SBBC Facilities and Construction Management Division.

4. Provide upon completion of the system, a complete, simple, comprehensive, step-by-step, set of testing instructions giving recommended and required testing frequency of all equipment, methods for testing each individual piece of equipment, complete trouble-shooting manuals explaining what might be wrong if a certain malfunction occurs and explaining how to test the primary internal parts of each piece of equipment.

5. Maintenance instructions must be provide the following information:

a) Instructions on replacing any components of the system, including internal parts.
b) Instructions on periodic cleaning and adjustment of equipment with a schedule of these functions.

c) A complete list of all equipment and components including the address and phone number of both the manufacturer and local supplier of each item.
d) Provide user operating instructions that are prominently displayed on the cabinet front or on a separate sheet located next to the control unit in accordance with UL 864.
e) Provide to SBBC all system manufacturer's software and all field configuration programming information necessary to perform all possible future servicing, testing, repairs, systems and component diagnostics and improvements. Include information on the availability of system software upgrades, regularly updated diagnostic tools and technical bulletins dealing with the particular system installed.

BASIC MATERIALS, METHODS AND QUALITY ASSURANCE

1. The design criteria are diagrammatic drawings. Due to the small scale, awardee will not show in detail all required features of the project. In order to supplement the drawings, the awardee's knowledge, trade experience, Codes and standards and the instructions of the PPO Department will be necessary for all items which are required to properly execute the full intent and meaning shall be considered as being shown and/or specified. The PPO Supervisor assigned reserves the right to make reasonable changes in outlet locations prior to roughing-in.

2. Documentation that may be required and submitted at the request of the PPO Department is:
a) Schematics and interconnection diagrams
b) Detail and shop drawings
c) Assembly, operation and maintenance drawings and manuals
d) Manufacturer's data

3. Keep all openings closed with plugs or caps to prevent intrusion of foreign matter.

4. Lay out openings for the PPO Department, as required. The awardee must provide all openings and close same.

5. Manufacturer's nameplates must be in a visible location for each major component of equipment with manufacturers name, address, model number and rating.

6. Sequenced scheduling must be determined between the awardee and the PPO Supervisor assigned.
a) Coordinate adequate clearances for installation and maintenance of equipment as well as the physical and electrical requirements of items and/or any equipment requiring connections.
b) Perform all necessary work to join with or receive project work, provide electrical service, extend conduits and make all necessary connections, as required, to prevent interruptions of service in any area.
c) Provide and extend as necessary, temporary electrical service for timely completion of project schedule

7. When required, install equipment provided to meet requirements of each respective section of the project sequence as indicated and suitable for installation shown.

8. Where two or more units of same equipment class are furnished, provide similar installation methods as practicable.

9. Install raceways and enclosures for conductors throughout all systems as shown and specified. Install equipment and devices appropriate for the environment and service intended, which are not constructed with housings for mounting and enclosing all live parts.

10. Pitch all excavation ducts away from the buildings.

11. Mount equipment, conduit, duct and raceway on, or suspended from, building structure as indicated and specified.

a) Install telephone mounting boards. Telephone equipment backboards shall be manufactured of exterior grade plywood, ¾" minimum thickness, finished with one coat of primer and two coats of flat black alkyd-based paint. Galvanized Unistrut or equivalent for mounting of electrical equipment and any related materials would be preferred.

12. Assure adequate clearance in front equipment per NEC 110-26.

13. Locate with reference to finished buildings the installation of pull boxes, wire ways and other items requiring inspection, removal or replacement.

14. Retouch or refinish any shop coat damaged in delivery or during construction. DO NOT paint over any nameplate, label or tag for any equipment.

15. As a normal rule, the awardee and the PPO Supervisor assigned will coordinate with the existing facilities operation concerning alterations that affect any facility operations. Project work shall not start until all materials, supplies, equipment, labor, etc. are available so that continuous progress will be made to complete work in the shortest time possible. Project work that interferes with the existing facilities will be modified, suspended or rescheduled upon request of the PPO Supervisor assigned. Project work will be rescheduled at a time as required without additional cost to SBBC, unless such time involves overtime. In this case additional payment will be made as otherwise provided for herein.

16. The ownership of items removed during project work remains the property of SBBC unless a request is made by the PPO Supervisor assigned for removal and disposal.

INTERIOR FINISHING AND WIRING DEVICES

1. In general, the interior finish work includes a specific number of completely connected telephones, receptacles, light switches, television, intercom and data outlets as shown on the drawings.

2. Electrical interior finish work is understood to start after all other electrical work in the area concerned has been completed and is to be performed in coordination and cooperation with other trades and/or PPO Department personnel that may be performing similar interior finish work during the same time period.

3. Apply the total amount of individual interior finish items over the building as a whole, without restriction, at the discretion of the PPO Supervisor assigned.

4. Arrange the specified number of receptacle outlets to be distributed over the branch circuits available such that no circuit will serve more than six outlets with no restriction placed on a minimum number of outlets, which may be assigned to an available branch circuit.

5. The maximum load for a 20-amp, 120V branch circuit is 1800W. 1920W for 20-amp circuits is allowed per the NEC. And figured on some existing engineered drawings.

6. Installation of wall receptacle outlets must include conduit in the wall, outlet box, and receptacle and completely connecting up wiring to the next fitting and back to the junction box located in the hung ceiling under provisions of the interior finish layout. The Installation of wall telephone outlets will be the same without the requirements of wiring.

7. Outlets should be complete with device plates, receptacles, both support and conduit fittings.

8. Installation of a wall local switch shall include the wall mounted device plate, outlet box, single pole switch, conduit, and related requirements in order to control a group of lighting fixtures under provisions of the interior finish drawings. Work includes the necessary switch and hot leg extensions and connections to accomplish the control desired.

GROUNDING

1. Install complete grounding system in accordance with NEC 250.

2. Measure ground grid resistance with earth test megger and install additional ground rods and conductors as required until resistance to ground does not exceed 5 ohms.

3. Ground bus shall be copper and be a minimum of 4” wide x 1/4" thick X length to allow for future connections, , mounted on insulating standoffs, complete with lugs for connecting grounding cables.

4. Ground rods shall be copper clad steel, 3/4" in diameter x 10' long, minimum.

5. All electrical systems shall have a complete equipment grounding system in accordance with the SBBC esign Specifications, modified as indicated and/or specified and the system must comply with NFPA 70, NEC Article 250.

6. The basic grounding system shall utilize the reinforcing bars in the footings of the building supplemented by ground rods and a connection to a cold water pipe where required to meet the test requirements specified.

7. Provide, in conduit, a green insulated copper ground conductor as required to the main metallic water service entrance and connect to the supply side of same by means of ground clamps with the conduit: bonded to the ground conductor at each end.

8. Low voltage system neutrals shall be grounded at the related transformers to the feeder ground and to the nearest cold water line all in accordance with NEC.

9. Ground conductors, connections and straps must be provided in accordance with NEC.
   a) Equipment grounding conductors must be provided with green insulation, the same type as the associated phase conductors.
   b) The related feeder grounding conductors are to be connected to the grounding bar with compression indent-type connectors or as specified.

10. A feeder serving several panel boards must be provided with a continuous grounding conductor which is connected to each related cabinet grounding bar.

11. Low voltage distribution systems must be provided with a separate green insulated equipment-grounding conductor for each three-phase or single-phase feeder. The required grounding conductor shall be installed in the common conduit with the related phase conductors. Where there are parallel feeders installed in more than one raceway, provide each raceway with a green insulated equipment ground conductor.

12. All branch circuits required for lighting and receptacles shall consist of phase, neutral and grounding conductors installed in common metallic conduits. Provide flexible metallic conduit equipment

connections utilized in conjunction with the branch circuits with approved grounding terminals at each end. Provide all circuits required for special equipment and all branch circuits that are installed in nonmetallic conduits with a separate grounding conductor.

13. Provide in panel boards and other electrical equipment the number and size of pressure connectors on all equipment grounding bars required for the termination of the equipment grounding conductors. In addition to the active circuits, provide pressure connectors for all spares and spaces.

14. Provide each electrical expansion fitting with a flexible copper ground securely bonded by approved grounding straps on each end of the fitting.

15. Provide ground conductor from equipment ground bus in motor control center through conduit and flexible metallic conduit to ground terminal in connection box mounted on motor. Where motor has separate starter and disconnect device, the ground conductor originates at the ground bar in the panel board or switchboard supplying these motors and be bonded to each starter and disconnect device enclosure.

16. Where electric devices such as electric heaters are installed in air ducts, provide a green insulated equipment ground conductor size based on the rating of the over current device supplying the unit. Bond the conductor to each unit air duct, and to the ground in the panel board.

17. For conduit ground continuity, locknuts, bushings, joiners and similar conduit fittings: made up sufficiently tight to assure a continuous and permanent metal-to-metal flow throughout each system. Where conduits terminate without mechanical connection to a metallic housing of electrical equipment, provide each conduit with a bonding bushing and each bonding bushing connected with the equipment grounding conductor and connected to the ground bus in the electrical equipment.

18. Provide an unspliced main bonding jumper to connect the equipment grounding conductor and the service equipment enclosure to the grounded conductor of the system within the service equipment or within the service conductor enclosure.

19. Communication grounding requirements are:
    a. Telephone: Provide 1 no. 6 from main ground bus to ground bus on telephone equipment board
    b. Television distribution system: Provide 1 no. 8 to nearest ground bus
    c. Public address system: Provide 1 no. 8 to the nearest ground bus
    d. Computer networking: Provide 1 no. 6 to the nearest ground bus.

20. Installation requirements:
    a. End-to-end luminaires shall be continuously bonded with the grounding equipment conductor.
    b. Grounding contacts of receptacles shall connect to a system-grounding conductor, NOT the system neutral, by a minimum no. 12 AWG stranded copper wire. The resistance between the contacts and solid earth ground must not exceed 3 ohms.
    c. Bond all non-current carrying metal parts. Make equipment and bus connections with suitable lugs or clamps. Cadweld all wire-to-ground rod joints.
    d. Bond all conduits stubbing under switchboards, transformer and similar locations using bonding bushings.
    e. Use PVC for sleeving grounding conductors, except that where sleeves are subject to extreme injury use rigid metal conduit bonded at both ends
    f. The TV antenna ground wire shall be connected to the main grounding system
    g. Paint buried joints with red glyptal
    h. Ground all transformer secondaries per NEC 250 unless shown otherwise on the drawings
    i. The resistance to ground must be tested and logged by the awardee in the presence of the PPO Supervisor assigned in order to assure less than 5 ohms resistance. Testing will be conducted per

NEC and Institute of Electrical and Electronic Engineers (IEEE) 142 recommended practices after the complete system has been fully grounded.

j. For lighting, provide a ground rod driven near pole bases and cadweld a no. 8 THWN wire to the top of the rod and extend the wire to a grounding lug in the base and bond to all metal parts. Provide an insulated copper conductor, sized per NEC 250-95, in each power or lighting raceway.

ALTERATIONS AND ADDITIONS TO EXISTING WORK

1. These specifications are in addition to the requirements of building modifications as specified in this document. Please note that existing buildings may or may not be occupied during construction.

2. Provide all additions and alterations to existing work required to maintain a complete and proper electrical installation. Relocate existing electrical work for other trades required to complete the work and to maintain building in service in compliance with the schedule set between the awardee and the PPO Department.

3. Relocate luminaires, pull boxes, electrical ducts and other related items, to permit the installation of new equipment.

4. Install new conduits, conductors, wiring and wiring devices in order to maintain temporary and permanent use of electrical facilities.

5. Remove existing surface mounted work that is not used and blank off concealed outlets.

6. Reconnect existing work to be maintained and all outlet boxes and devices accessible after installation of all trades.

7. Expose new work in existing areas on walls in unfinished areas and concealed in new installation. Where cutting and patching is necessary, match finishes with existing surface finishes as close as possible. In existing finished areas, conceal all work.

8. Schedule electrical feeders, branch wiring, signal wiring and other similar work to correspond with the sequence of work necessary to demolish, remove and install new work.

9. Awardee must verify exact locations and materials before performing installation work. The PPO Supervisor assigned must give written approval for cutting of structural members and bearing walls either onsite or in the approved work schedule.

10. Where shown on drawings, work which is “existing” is assumed to be in place and suitable for the necessary alterations and additions required. Field check Items and alterations included as may be necessary for proper installation.

11. Awardee will remove existing electrical work where necessary and as directed by the PPO Supervisor assigned.

ELECTRICAL SUPPORTING DEVICES

1. Devices, including anchors, fasteners, hangers and supports supplied must be of a type designed and/or fabricated for adequate, safe and secure installation of the material and equipment and present a neat appearance. All USS fasteners should have appropriate heads.

2. Job-fabricated hangers or supports should be made from standard structural shapes and hardware.

3. Select devices using the following criteria:
   a) The amount, weight and type of hangers, supports and enclosed materials is to be part of the load.
   b) Devices must be suitable for shear, straight pull, vibration, impact or external load, as applicable.
   c) Obtain determination of safe working load of devices or job-fabricated support assemblies from the published load data of the manufacturer.
   d) Use devices with corrosion-resistant characteristics for the atmospheric conditions in south Florida.

4. Hanger and supports should be those manufactured by Unistrut, Powerstrut or Superstrut and must be galvanized at a minimum.

5. Install equipment, including switches, controllers, fixtures and transformers in order to facilitate removal or replacement without damage to equipment or fasteners.

6. Drill holes for devices under provisions of the manufacturer's recommendations, including diameter and depth. All parts of hanger and support assemblies, including all accessory hardware must be an integrated fastening system.

7. Internal and external threads of parts that are screwed or bolted together must be of the same material and applied coatings and method of application, i.e., if the threads of bolts or rods are hot-dipped galvanized, the nuts must also be the same. If they are electro-galvanized, the same applies.

8. All threads must be fully engaged.

9. All parts so intended are to be made up tight using tools intended for the purpose.

10. Use backboards for telephone terminal boards. The wall side of the backboards must be painted with an asphaltum coating when the walls are constructed of masonry.

11. Fasten all materials and equipment with approved devices. Generally fasteners, should be provided as follows:
    a) Fasten to wood with screws, except that nails may be used on wood partitions for outlet boxes and raceways up to 1" diameter.
    b) Fasten to masonry with threaded metal inserts, metal expansion screws, toggle bolts, powder-actuated fasteners or other approved means.

INSPECTIONS AND TESTING

1. MANDATORY periodic inspections must be coordinated with the SBBC Building Department, 2301 NW 26 Street, Building 9, Oakland Park, FL 33311, telephone (754) 321-4800, fax (754) 321-3389. Electrical inspections may include any of the following:
   a) Temporary power
      (1) Underground
      (2) Transformers
      (3) Panels
      (4) Meter can
   b) Duct Bank
      (1) Conduits
      (2) Concrete placement, in progress
      (3) Marking tape, locator installed

(4) Manholes and pull boxes

c) Ground rough
   (1) In progress, approximately every 25% complete
   (2) Conduits
   (3) Floor boxes

d) Grounding
   (1) Footer steel
   (2) Main switch gear
   (3) ITV pole
   (4) Lightning protection
   (5) Light poles

e) Electrical service
   (1) Meter/CT can
   (2) Switch gear
   (3) Transformers
   (4) Panels
   (5) Transfer switches
   (6) Generators
   (7) Disconnects

f) Wall Rough Inspections
   (1) In progress, approximately every 25% complete
   (2) Conduits, boxes and wire
   (3) Door magnet supports
   (4) Speaker cans

g) Above Ceiling Inspections
   (1) In progress, approximately every 25% complete
   (2) Conduits, boxes and wire
   (3) Fire wall penetrations
   (4) Fixture supports

h) Parking Lot Lighting
   (1) Conduits
   (2) Wire
   (3) Pole bases, set per specifications
   (4) Grounding
   (5) Fuse holders
   (6) Top of poles, head connection and air gap

i) Equipment Connections
   (1) Air conditioning equipment
   (2) Shop equipment
   (3) Kitchen equipment

j) ITV Poles
   (1) Prior to setting, top
   (2) Conduits

k) Final Electrical

2. Additional inspections that may be required in addition to the required inspections, listed above, may be indicated on contract documents or be required by the Authority Having Jurisdiction. The awardee will be notified in advance of any additional inspections required.

3. Inspections are an integral part of invoicing procedures.

ACCEPTANCE TESTS AND PERFORMANCE VERIFICATION

1. Awardee must engage the services of a recognized independent electrical testing firm to perform short circuit and coordination studies, as specified.

2. Engage the services of a recognized corporately and financially independent testing firm for the purpose of performing inspections and tests on all new electrical equipment supplied in this contract and on existing equipment affected by the newly added systems and/or equipment or as specified.

3. The testing firm must provide all material, equipment, labor and technical supervision to perform such tests and inspections.

4. The purpose of the independent tests are to assure that all tested electrical equipment, is operational and within industry and manufacturers' tolerances and installed under the provisions of the design specifications and determine suitability for energization.

5. Ensure all inspections and testing are under provisions of the following codes and standards except as provided otherwise.
   a) National Electrical Manufacturers' Association (NEMA)
   b) American Society for Testing and Materials (ASTM)
   c) Institute of Electrical and Electronic Engineers (IEEE)
   d) International Electrical Testing Association (NETA) Acceptance Testing Specifications (ATS)
   e) American National Standards Institute (ANSI) C2: National Electrical Safety Code
   f) National Fire Protection Association (NFPA)
   g) ANSI/National Fire Protection Association (NFPA) 70 National Electrical Code
   h) ANSI/NFPA 70B Electrical Equipment Maintenance
   i) NFPA 70E Electrical Safety Requirements for Employee Workplaces
   j) ANSI/NFPA 78 Lightning Protection Code
   k) ANSI/NFPA 101 Life Safety Code
   l) Florida Building Code
   m) Insulated Cable Engineers Association (ICEA)
   n) Association of Edison Illuminating Companies (AEIC)
   o) Occupational Safety and Health Administration (OSHA)

6. An itemized description of existing equipment to be inspected and tested is as follows:
   a) Provide as-built one-line diagrams from the point of connection on the FPL transformer to the point of the first electrical sub-panel or disconnecting device, located outside the main electrical room throughout the facility, fed from the main electrical switchgear room indicated on the drawings. The one-line diagrams include:
      (1) Switchgear and panel manufacturers and specifications.
      (2) Equipment frame size.
      (3) Overcurrent protection device rating, type and interrupting capacity.
      (4) Conduit size and type.
      (5) Conductor size, length and type.
      (6) Transformer size, type and specifications
   b) Provide plan view drawing indicating locations throughout the facility for all equipment indicated on the one-line diagram.
   c) Provide routing of all feeders shown on the one-line diagram with emphasis on the exact location of underground feeders.
   d) Electronically locate routings with signal tracer equipment.

e) Provide expanded scale plan view drawings of the existing main electrical switchgear room and expanded scale drawings of the wall elevations of the main switchgear room. The drawing measurement standard shall be 3/4" equals 1'.

f) Ensure equipment identifications are consistent with that as shown on the one-line diagram.

g) Provide peak and average demand loads of all panels and major distribution equipment over a 1 week period during the normal occupied times. Indicate the test result information on the one-line diagram.

h) Provide testing for the following:

(1) All feeder cables indicated on the one-line diagram.

(2) All circuit breakers indicated on the one-line diagram.

(3) All dry type transformers indicated on the one-line diagram.

(4) Provide the one-line diagram and plan view equipment location drawings on standard 24 x 36" media; drawn with a computer aided design package, a compatible version of AutoCAD, minimum.

7. Partial site plan backgrounds of the facility shown on any contract documents will be available to the awardee upon request.

8. Submit reproducible plots of the drawings in hardcopy as well as provide in digital format.

9. Submit testing report in a bound hardcopy or CD-ROM format with all field test data in appendix form or files.

10. The testing report must be signed and sealed by a registered Professional Engineer licensed in the State of Florida. Awardee may use any professional engineer awarded under this contract.

11. Submit the above report and drawings within 30 days after the notice to proceed. Feeder routing information may be required prior to the submittal date to coordinate with PPO Department work schedules.

12. Use the above existing facility report and drawings in order to develop the final as-built drawings and a report encompassing all new electrical equipment and testing, all to be submitted with the operation and maintenance manuals, disks or CD-ROMs prior to substantial completion of the project.

13. For inspections and tests, utilize project design specifications, project design drawings and manufacturer's instruction manuals applicable to each particular apparatus.

14. Awardee is to perform routine insulation-resistance, continuity, and rotation test for all distribution and utilization equipment prior to and in addition to tests performed by the testing firm specified herein.

15. Apply a suitable and stable source of electrical power to each test site.

16. Notify the testing firm when equipment becomes available for acceptance tests. Coordinate the final work with the PPO Department and the testing firm in order to expedite project scheduling. Notify the PPO Supervisor assigned prior to commencement of any testing.

17. Awardee, in conjunction with the testing firm and the PPO Supervisor assigned, report any system, material or workmanship, which is found defective on the basis of acceptance test.

18. Awardee must maintain a written record of all tests and, upon completion of project, assemble and certify a final test report.

19. Safety practices and precautions are to include, but are not limited to, the following requirements:
    a) OSHA
    b) National Safety Council's Accident Prevention Manual for Industrial Operations
    c) Any applicable State of Florida, Broward County or SBBC safety and operating procedures
    d) NFPA 70E
    e) American National Standards for Personnel Protection

20. Perform all testing with the apparatus de-energized. Exceptions must be thoroughly reviewed to identify safety hazards and devise adequate safeguards.

21. Awardee should notify the testing firm to provide a designated safety representative on the project to supervise the testing operations and coordinate the schedule with the PPO Supervisor assigned.

22. The awardee and the PPO Supervisor assigned shall jointly agree on the choice of an independent testing organization, which can function as an unbiased testing authority, professionally independent of the manufacturers, supplier, and installers of equipment or systems evaluated by the testing firm. The firm must be normally engaged in the testing of electrical equipment devices, installations, and systems.

23. The agreed upon independent testing firm must:
    a) Meet OSHA criteria for accreditation of testing laboratories per, Title 29, Part 1907 or be a Full Member company of the National Electrical Testing Association (NETA).
    b) Utilize engineers and technicians who are regularly employed by the firm for testing services.
    c) Submit proof of the above qualifications when requested.
    d) The lead, on-site, technician must be currently certified by NETA or the National Institute for Certification in Engineering Technologies (NICET) in electrical power distribution system testing.
    e) Current NETA-certified testing firms for use are:
        (1) Industrial Electrical Testing, Inc.
        (2) Electrical Reliability Services, Inc. (formerly Electro-Test, Inc.)
    f) Additional independent testing firms will be considered by the PPO Department upon submission of the firm's qualifications 10 days prior to final testing phase of a work project.

24. Ensure all test equipment is in good mechanical and electrical condition. Ensure the accuracy of metering in test equipment is appropriate for the test being performed but not in excess of 2% of the scale used.

25. Digital multimeters shall be RMS sensing when the variable measured contains harmonics or DC offset or any deviation from a pure sine wave.

26. The agreed upon independent testing firm must provide a test instrument calibration program which assures that all applicable test instruments are maintained within the rated accuracy, directly traceable to the National Institute of Standards and Technology. Field instruments shall be calibrated at 6-month intervals and calibration date must be visible on all test equipment.

27. The test report must include the following data:
    a) Summary of project
    b) Listing of the equipment tested
    c) Test results
    d) Recommendations
    e) Furnish copies of the complete report to the PPO Supervisor assigned.
    f) A short-circuit analysis and coordination study is to be performed for all new electrical equipment and all existing electrical equipment shown on the as-built one-line diagram as defined above.

g) Provide a current and complete short-circuit study, equipment interrupting or withstand evaluation, and a protective device coordination study for the electrical distribution system.
   (1) Ensure the study is under provisions of applicable ANSI and IEEE Standards.
   (2) Include the FPL short-circuit single and 3-phase contribution, with the X/R ratio, the resistance and reactance components of each branch impedance, motor and generator contributions, base quantities selected, and all other applicable circuit parameters.
   (3) Calculate the short circuit momentary duties and interrupting duties on the basis of maximum available fault current at each switchgear bus, switchboard, motor control center, distribution panel board, pertinent branch circuit panel boards, and other significant locations through the system.

h) The studies include all portions of the electrical distribution system from the normal and alternate sources of power throughout the low-voltage distribution system. Thoroughly cover a normal system operating method, alternate operation, and operations, which could result in maximum fault conditions in the study.

i) The independent testing firm must submit the studies to the PPO Supervisor assigned prior to granting final approval of the distribution equipment shop drawings and prior to release of equipment for manufacture.

j) Perform an equipment evaluation study to determine the adequacy of circuit breakers, controllers, surge arresters, busways, switches, and fuses by tabulating and comparing the short circuit ratings of these devices with the available fault currents. Document any problem areas or inadequacies in the equipment in the report.

k) The testing company shall coordinate with the supplier of the new switchgear to assure all specifications of the new equipment meet or exceed the ratings required by the study at no additional cost to SBBC.

l) Perform a protective device coordination study to select or to check the selections of power fuse rating, protective relay characteristics and settings, ratios and characteristics of associated voltage and current transformers, and low-voltage breaker trip characteristics and settings.

m) Include all voltage classes of equipment from FPL's incoming line protective device down to and including each motor control center and panel board. Include the phase and ground overcurrent protection, as well as, settings for all other adjustable protective devices.

n) Plot the time current characteristics of the specified protective devices on appropriate log-log paper which includes the following:
   (1) Complete titles
   (2) Representative one-line diagram and legends
   (3) Associated power company's relays of fuse characteristics
   (4) Significant motor staring characteristics
   (5) Complete parameters of transformers
   (6) Complete operating bands of low voltage circuit breaker trip curves
   (7) Fuse curves
   (8) Coordination plots shall indicate the types of protective devices selected, proposed relay taps, time dial and instantaneous trip settings, ANSI transformer magnetizing in rush and withstand curves per ANSI C37.91, cable damage curves, symmetrical and asymmetrical fault currents.
   (9) Adhere to all requirements of the NEC.
   (10) Maintain reasonable coordination intervals and separation of characteristic curves.
   (11) Provide the coordination plots for phase and ground protective devices on a complete system basis.
   (12) Use sufficient curves to clearly indicate the coordination achieved to each utility main breaker, primary feeder breaker, unit substation primary protective device rated or more.
   (13) Provide a maximum of 8 protective devices per plot.

(14) Provide the selection and settings of the protective devices separately in a tabulated form using a circuit identification, IEEE device number, current transformer ratios, manufacturer, type, range of adjustment and recommended settings.

(15) Provide a tabulation of the recommended power fuse selection for all fuses in the system.

(16) Coordinate the discrepancies, problem areas or inadequacies with the equipment suppliers and resolved within the scope of the project at no additional cost to SBBC.

28. Summarize the results of the power system study in a final report and make a part of the operation and maintenance manuals and include the following sections in the report:
    a) Description, purpose, basis written scope, and a single line diagram of the portion of the power system, which is included within the scope of study.
    b) Tabulations of circuit breaker, fuse and other equipment ratings versus calculated short circuit duties and commentary regarding same.
    c) Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, fuse selection and commentary regarding same.
    d) Fault current tabulations including a definition of terms and a guide for interpretation.

29. Awardee's certified testing firm is responsible for the inspection, setting, testing, and calibrating the protective relays, circuit breakers, fuses and other applicable devices as recommended in the power systems study report.

30. Prior to energization, the independent testing firm shall perform visual and mechanical inspections and electrical tests on all newly-installed equipment supplied within this contract and included within the list of equipment types below. All inspections and tests shall be in accordance with the indicated test standard and section, the manufacturer's instruction manual, and the project design specifications.

Equipment Type	**NETA 1999 ATS Standard**
Switchgear and switchboard assemblies rated less that 600V	Section 7.1
Switchgear and switchboard assemblies rated greater than 600V	Section 7.1
Dry-type transformers rated less than 600V, equal or greater than 500 kVA	Section 7.2.1.1
Dry-type transformers rated less than 600V, greater than 500 kVA	Section 7.2.1.2
Cables rated less than 600V, equal or greater than size (specify) AWG	Section 7.3.2
Cables rated greater than 600V	Section 7.3.3
Metal-enclosed busways	Section 7.4
Switches rated less than 600V, equal or greater than (specify) amps	Section 7.5.1.1
Circuit breakers, insulated case or molded case type, rated less than 600V, equal or greater than (specify) amps	Section 7.6.1.1
Circuit breakers, draw out type, rated less than 600V	Section 7.6.1.2
Protective relays and associated transformers	Section 7.9
Meters and associated instrument transformers	Section 7.10
Grounding system	Section 7.13
Ground fault protection	Section 7.14
Related motors equal or greater that (specify) hp	Section 7.15
Motor starters rated less than 600V, equal or greater than size (specify)	Section 7.16.1.1
Motor control centers	Section 7.16.2
Batteries	Section 7.18.1
Surge arrestors rated less than 600V	Section 7.19.1
Emergency/Standby generators	Section 7.22.1
Uninterruptable Power Systems (UPS)	Section 7.22.2
Automatic Transfer Switches	Section 7.22.3

31. Upon completion of equipment acceptance testing, the independent testing firm shall perform system function tests on all new equipment supplied within this contract in the list of equipment type above and existing affected equipment to prove the correct interaction of all sensing, processing and action devices and evaluate the performance of all integral components and their functioning as a complete unit to effect the design result.

32. Any deficiencies identified by initial acceptance testing rectified by the awardee or PPO personnel and retested by the independent testing firm are at the awardee's expense until specified requirements are met. Final acceptance of the electrical power system by the PPO Department is contingent upon the satisfactory compliance of the acceptance testing.

33. After substantial completion, but not less than 60 days after final acceptance, the independent testing firm shall perform an infrared thermographic survey of all newly-installed equipment supplies within any given project and included in the list of the equipment types, below. The thermographic survey and report shall be in accordance with NETA 1999 ATS Section 9.
    a) Switchgear
    b) Bus ducts
    c) Transformers
    d) Points of power connection rated equal to or greater than (specify) amp
    e) Motor control centers
    f) Distribution panels
    g) Load centers

ATTACHMENT B

B1 – Monthly M/WBE Subcontractor Utilization Report
B2 – Employment Diversity Statistics
B3 – Monthly M/WBE (Minority/ Women Business Enterprise) Participation Form

ATTACHMENT B1 – MONTHLY M/WBE SUBCONTRACTOR

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
Bid Number: **Bid Title:**					

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:** _____

ATTACHMENT B2 – EMPLOYMET 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											

ATTACHMENT B3 – M/WBE (MINORITY/ WOMEN BUSINESS ENTERPRISE) PARTICIPATION FORM

Bidder'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.: _____		

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 C

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

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

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

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT D

W – 9 FORM

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

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

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

ATTACHMENT E

DRUG FREE WORK PLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____

(Print individual's name and title)

for_____

(Print name of entity submitting sworn statement)

whose business address is

_____

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

_____

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____

(Signature)

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

Personally known _____ _____ or

Produced Identification _____ Notary Public State of

_____ My commission expires: _____

(Type of Identification)

_____

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

ATTACHMENT F

SAMPLE AGREEMENT

Please review sample agreement below.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, 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 VENDORs address here

WHEREAS, the SBBC is in need of certain Choose an item. and has selected the Vendor to provide such Choose an item.; and

WHEREAS, Vendor is willing to provide such Choose an item. to the *SBBC*; and

WHEREAS, the SBBC and Vendor desire to memorialize the terms and conditions of their agreement;

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

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

1.1.1 DELETE IN N/A

ARTIVLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.5 of this Agreement, the term of this Agreement shall commence on **Select Date** and conclude on **Select Date**.

2.01 **Description of Goods or Services Provided**. Vendor shall provide the Choose an item. described in Attachment A (Statement of Work/Scope of Services)

DRAFT

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

First: This Agreement, then;
Second: Schedule 1,2,3, and 4

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement at Click or tap here to enter text.

2.04 **Services.** VENDOR will provide SBBC with Click or tap here to enter text.

2.05 **Inspection of Vendor 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 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 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 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 Records Defined. For the purposes of this Agreement, the term "Vendor Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(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* 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.

DRAFT

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *the 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 and shall be grounds for the denial of some or all of any *Vendor* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Vendor* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the Vendor*. If the audit discloses billings or charges to which *the Vendor* is not contractually entitled, the *Vendor* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *Vendor* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Vendor* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Vendor* pursuant to this Agreement and such excluded costs shall become the liability of *the Vendor*.

(h) Inspector General Audits. *Vendor* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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:	District Representative .Insert Address
To Vendor:	Insert Vendor NAME

Insert Vendor NAME
Insert Address

With a Copy to: Insert Vendor NAME
Insert Address

2.07 **BACKGROUND SCREENING.**

(a) For Governmental Agencies. 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 the 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 the 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. To the extent permitted by law, 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. Nothing herein shall be construed as a waiver by SBBC or Vendor of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

(b) For Non-Governmental Agencies. 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 the 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 the 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.

DRAFT

2.08 **Insurance Requirements.**

(a) 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.

(b) 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than $1,000,000 per occurrence covering services provided under this contract

(d) 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 VENDOR 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 VENDOR must be furnished to SBBC indicating the following: VENDOR 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.

(e) 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.

(f) 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.**

(g) 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, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third avenue, Fort Lauderdale, Florida 33301)

(h) 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.

DRAFT

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

2.09 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

If you are willing to accept payment via electronic payment as noted above, please check yes.
☐ YES ☐ NO

Please ensure that your ACH form is submitted with this document.

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

DRAFT

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 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **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.

3.07 **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.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

DRAFT

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **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 possess-ion of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer 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, Insert Name 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.

3.11 **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

DRAFT

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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

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

3.17 **Assignment.** Neither this Agreement nor 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.

3.18 **Incorporation by Reference.** **Attachments A-H,** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **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.

3.20 **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

DRAFT

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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

3.26 **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.

3.27 **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.

DRAFT

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.

3.28 **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.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

DRAFT

FOR VENDOR

(Corporate Seal)

Electronic Data, Inc. dba EDI

ATTEST:

By_____
Mr. James Flynn, Chief Financial Officer

_____
, 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
_____, on behalf of the corporation/agency.
Name of Corporation or 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.

DRAFT

ATTACHMENT G

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

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

_____

Organization Name

_____

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
ACH PAYMENT AGREEMENT FORM

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

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institute: _____

Branch/ State _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:
Remittance Confirmation:
(please select one) _____ Fax ☐ Email ☐

Federal Identification No. Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT I

WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHEMENT J

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as 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 18-098C**

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 18-098C** 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 K

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:
The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

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

RFP Number: 18-098C _____ Title: Electrical Services

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: _____