



**PROCUREMENT & WAREHOUSING SERVICES**

**MARY CATHERINE COKER, DIRECTOR**

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

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Broward County, Florida

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10/23/2017

**\*\*REVISED\*\***

**PLEASE NOTE: THE SUBMISSION DATE, THE EVALUATION COMMITTEE DATE AND THE RECOMMENDATION TABULATION POSTING DATE HAVE CHANGED.**

Dear Prospective Bidders,

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP): Avigilon Video Surveillance Physical Security 18-124E**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Avigilon Video Surveillance Physical Security 18-124E**. 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 [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com). No other School Board staff member should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.5 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](http://www.browardschools.com/sdop).

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on Monday, October 30, 2017 beginning at **9:00 a.m.** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Room #1-4, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **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 [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com) response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

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

Harmoni Clealand  
Purchasing Agent III

# REQUEST FOR PROPOSALS (RFP)

## RFP 18-124E

### Avigilon Video Surveillance Physical Security



RFP Release Date:	Monday, October 23, 2017
Non-Mandatory Proposers' Conference: *	Monday, October 30, 2017 at 9:00 a.m. ET in Procurement & Warehousing Services Department
Written Questions Due:	On or Before 5:00 p.m. ET Monday, November 6, 2017 in Procurement & Warehousing Services Department
Proposals Due: *	On or Before 2:00 p.m. ET <b>Tuesday, November 28, 2017</b> 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 based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

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

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## 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 Avigilon Video Surveillance cameras, encoders and video management software (VMS) installation and configuration with SBBC provided edge and central storage as described herein. This RFP has been broken into four (4) groups. The initial group relates to video surveillance refresh, the second group relates to video surveillance break/fix repair, the third group is video surveillance equipment only and the final group relates to electronic access. This will be a centralized solution where all components required for successful implementation are covered by a five (5) year hardware and software full supported maintenance contract/agreement. In order to meet the needs of SBBC, this RFP will be awarded **BY GROUP** to one primary vendor and up to two (2) alternate responsive and responsible vendors meeting specifications, terms and conditions. Proposers must submit separate qualifications and experiences for each group listed below for evaluation purposes.

2.1.1 **Group 1 Refresh:** The awardee for Group 1 is required to be an Avigilon Certified Partner. Phase 1 of the project is to replace failed cameras and configure/integrate working legacy cameras into the new centralized solution, live video and the ability to view and export recorded video must be possible from the IP network. Encoders for analog cameras are required to complete VMS installation and centralization. Awardee is expected to coordinate with vendors supplying other components of the total solution such as servers, switches, ups, monitors and console stations. Approximately 180 school sites will be included as Phase 1. All video cameras must be Open Network Video Interface Forum (ONVIF S ) compliant to allow for a standard interface for IP communication between camera and VMS and to establish full connectivity to be able to view video (live and recorded) from the central IT Security Office. The vendor will completely test the system for proper operation to the satisfaction of the SBBC IT Security Team and provide training and support for the team and local Security Specialist or Technician and site administrator's onsite.

During Phase 2, the awarded vendor will supply all the necessary cameras, mounting accessories, enclosures, domes, for the centralized solution to refresh the obsolete equipment within approximately 236 schools and an additional 30 department locations within SBBC amounting to approximately 10,000 cameras that need to be replaced. Along with the installation of new cameras, the awarded vendor will schedule and coordinate with the switch and UPS vendors, in addition to interfacing with the SBBC cabling vendor. Awarded vendor will also add additional cameras to address risk areas and cover all blind spots, as approved by SBBC. The awarded vendor will be provided with maps of each site showing camera locations. The awarded vendor will work with the IT Security team and local school administration to determine additional camera requests. The awarded vendor will integrate the final map electronically into the VMS system as each site is finalized. SBBC reserves the right to run both phases simultaneously.

2.1.2 **Group 2 Break / Fix:** SBBC currently has a mix of legacy to new video cameras from multiple vendors and intends to work towards a standard solution but must maintain the fleet of legacy hardware during the phased approach to this end goal. Repair of legacy camera equipment including items from Pelco, Avigilon, GE, Panasonic, and Sony or replacement to new digital IP camera, will be done at the discretion of SBBC.

2.1.3 **Group 3 Equipment Only:** SBBC may require additional equipment throughout the term of this RFP award. Proposer is to state on the space provided on the 'Cost' tab of the 18-124E Pricing Worksheet.xlsx" equipment pricing. The 18-124E Pricing Worksheet.xlsx received by SBBC from awardee shall reflect the discount stated or the highest discount offered by awardee to other customers, whichever yields the lowest net cost to SBBC for the required items. Awardee shall furnish with each quote, a copy of the manufacturer's current list price for the required item. Discount prices must remain firm during the term of the award. Failure to comply with this requirement will result in default of contract.

2.1.4 **Group 4 Electronic Access System:** SBBC currently utilizes an enterprise wide AMAG by Symmetry electronic door access system. SBBC is currently on Version 8.1 running a separate SQL server. The current system has 18 site chains, 256 supported readers (200 in use) and 64 supported Companies (6 in use). This group award is for a proposer who is willing to install, maintain and make necessary corrective action of electronic door access equipment. There is currently no district wide plan to migrate this solution to all sites.

2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on 10/30/2017 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 a.m. ET . 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 Harmoni Clealand, **Procurement & Warehousing Services Department, 754-321-0510** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 11/6/2017**. 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 **1/17/2018, or date of award, whichever is later, and continuing through 1/18/2021**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) additional one (1) 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 thirty (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 three percent (3%) per adjustment.
- 2.6 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scenario Evaluation. 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.

- 2.7.1 In order to meet the needs of SBBC, this RFP will be awarded **BY GROUP** to one primary vendor and up to two (2) alternate responsive and responsible vendors meeting specifications, terms and conditions. The primary awardee for a group should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Proposers must bid on all items in each group to be considered for that group.

SBBC reserves the right to procure goods from an alternate bidder if a) the primary vendor cannot comply with delivery requirements or specification; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency or d) if it is in the best interest of SBBC. When a group has both a primary and alternate Awardees, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardees for the same or lower unit prices as those submitted by the primary Awardee.

SBBC also reserves the right to engage with primary and alternate awardees simultaneously.

### SECTION 3, CALENDAR

10/23/2017	Release of RFP 18-124E
10/30/52017	Non-Mandatory Proposers' Conference (See Section 2.2)
11/6/2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
11/13/2017	SBBC Answers posted as Addendum on or before 5:00 p.m. ET
11/28/2017*	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
12/4/2017*	Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 10:00 a.m. ET
12/11/2017	Posting of Recommendation

*\*These are public meetings. SBBC prohibits any policy or procedure, which results in discrimination based on 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 (3) business days of request.** For the present, the parties designate the following as the respective places for giving notice:

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

With a Copy to: **Procurement & Warehousing Services Department**  
**The School Board of Broward County, Florida**  
**7720 West Oakland Park Blvd**  
**Sunrise, Florida 33351**

Name of Proposer:

With a Copy to:

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 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](http://www.sunbiz.org) at the time of RFP opening.
- 4.2.3 The proposer should also include a statement of acknowledgement for each item below. Proposer need to include separate statements for each group included in their proposal.
  - 4.2.3.1 **Dealer or Distributor Authorization:** Proposer must provide a letter, with their submitted proposal, from each manufacturer verifying proposer’s status as an authorized dealer/reseller in good standing for all solutions being proposed.
  - 4.2.3.2 **Certification:** Proposer must provide verification, with their submitted proposal, that their firm currently holds industry level certifications to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. Additionally, Proposer must have manufacturer’s certified technicians on staff at the time during the term of this award. Only appropriately, certified technicians are permitted to complete warranty and non-warranty work on SBBC equipment.
  - 4.2.3.3 **Service and Repair Authorization:** The awardee must be authorized by the manufacturer to service and repair the equipment proposed. Awardee shall supply technical support and technician support, installation and warranty service for the items proposed in this response during the term of the contract and warranty period. SBBC will not be responsible for the cost of shipping to/from the repair facility. SBBC will not be responsible for boxing or preparing shipment of equipment. SBBC will not be responsible for insuring shipments arrive without damages. These responsibilities will fall on the awardee for the term of the contract and warranty period. If an item must be taken offsite for repairs, and expected to take longer than one (1) week to complete, the vendor must provide a replacement device, owned by the awardee, of equal or better capabilities to secure the location until the repair is completed.

#### 4.2.4 Minimum Requirements:

<b>Minimum Requirements for ALL GROUPS</b>	
4.2.4.1	<b>Order Placement and shipping costs:</b> Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within two (2) business days. Shipping must be provided at no cost. Shipping costs for any material which is defective is the responsibility of the awardee.
4.2.4.2	<b>Product Inspection:</b> SBBC reserves the right to inspect and test any of the goods covered by this RFP. All goods or services are subject to SBBC’s inspection and approval upon arrival or completion. Such inspection, or the waiver thereof, however, will not relieve the Awardee from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP specifications, and will not prejudice any claim, right, or privilege SBBC will have because of the use of defective or unsatisfactory goods or work.
4.2.4.3	<b>DOA / Installation Failure:</b> Awardee must agree to immediately replace any equipment deemed to be defective at the time of installation and within thirty (30) days of operation without delay and at no cost to SBBC.
4.2.4.4	<b>Protection of work, property and personnel:</b> Awardee shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages. The School Board may withhold payment or make such deductions, as it may deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule. Awardee is responsible for removing all trash and debris to outside garbage containers on a daily basis or as needed during the course of the day.
4.2.4.5	<b>Invoicing Contact:</b> The awarded vendor will provide a Single Point of Contact for all invoicing. Invoices will be delivered to IT Security Team for approval and processing.
4.2.4.6	<b>Product Pricing and Invoicing:</b> MSRP price must be indicated with percentage discount to itemized cost to SBBC. Fixed % discount pricing off of Avigilon, AXIS, Panasonic and Pelco MSRP. Pricing is expected to be competitive. SBBC reserves the right to demand special bulk pricing for purchases at any time. If the awarded vendor is awarded a competitive ITB for the same products and services we are currently getting under this RFP, SBBC reserves the right to request the lower pricing moving forward providing the conditions are comparable.
4.2.4.7	<b>Site Technicians:</b> SBBC reserves the right to interview and vet the awardees site technicians prior to them beginning work at any of our sites.
4.2.4.8	<b>Badging/Uniform:</b> All installation personnel of the awardee will be required to wear uniforms while on-site. At a minimum, the uniforms shall consist of a shirt with the company’s name prominently displayed. Any employees of awardee, employed under this contract to work onsite shall wear an SBBC issued Identification Badge at all times, properly displayed. Failure to properly badge personnel shall result in default of contract.
4.2.4.9	<b>Sub-Contractors:</b> An awardee proposing to subcontract any portion of the proposal will be responsible as prime awardee for the total proposal to the satisfaction of SBBC. Proposer shall provide the names, addresses and qualification of any sub-contractor

	<p>performing work under this contract with the proposal. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. Proposers must understand and agree that no part of this contract can be subcontracted or ownership transferred to any third party without the written approval of the Director of Procurement &amp; Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee will be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.</p>
4.2.4.10	<p><b>Support:</b> Manufacturer shall provide technical support via email and phone 24/7 directly to SBBC. There shall also be local technical support provided by the integrator and manufacturer.</p>
4.2.4.11	<p><b>Warranty work:</b> Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage or acts of God) for all equipment installed from the date of installation acceptance as indicated in at no additional charge to SBBC. This will be an "on-site" warranty. Camera replacements will be done in person by the awardee and will include the dismount, installation, and return of faulty equipment which is under warranty. Items out of warranty will be disposed of according to SBBC property and inventory guidelines. In the event of a dispute on requested repairs between school/department/center and the awardee, the decision of SBBC's designee shall be final and binding on both parties. For the purpose of this RFP, "On-site" shall be described as equipment requiring warranty service, which will require inspection and servicing by awardee at any SBBC location within eight hours of notification. If the repair cannot be accomplished at SBBC location, the equipment may be removed to a remote repair site and a substitute "loaner" provided while equipment is being repaired. The loaner equipment must be properly tagged as property of the vendor. Sites shall document any equipment taken for repair on a SBBC Property Pass which the repair technician can sign on behalf of the awardee. The awardee assumes full responsibility for any equipment a repair technician has signed for.</p> <p>Awardee is solely responsible to work with the manufacturer for all warranty work at no additional cost to SBBC. All parts are to be new original equipment manufacturer (OEM) parts or manufacturer certified for use. It is the responsibility of the awardee to transport the equipment and/or parts from and to the original location and coordinate all warranty repairs, if repair cannot be accomplished at the location. Awardee shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at location and installation of any equipment according to all special conditions and specifications of this RFP. Awardee shall document and supply the manufacturer's return authorization number or proof from the manufacturer that all warranty work performed was consistent with manufacturer's standards using OEM parts or manufacturer certified parts in the SBBC incident ticketing system (currently Remedy, but subject to change at any time to ticketing system with similar functionality).</p> <p>It is preferred that the manufacturer's warranty shall provide an advance replacement program on cameras ensuring that once a camera has been deemed defective by the manufacturer's technical support, a replacement product is immediately shipped (prior to receiving the defective product) while under warranty. In the event of equipment failure requiring a replacement, SBBC will require a document on vendor letterhead indicating the part number and serial number of the failed equipment being replaced as well as the part number and serial number of the replacement equipment with which the vendor is replacing.</p>
<p><b>ADDITIONAL MINIMUM REQUIREMENTS FOR GROUPS 1 AND 2</b></p>	
<p>*All above minimum requirements (section 4.2.4) apply in addition to the following requirements.</p>	
4.2.4.12	<p><b>SBBC Building Department:</b> Vendor will be required to work with the SBBC building Department to be issued building permits.</p> <p>After a Master Permit is issued, site specific drawings must be completed for each site for application submittal for a site specific permit used for Inspection purposes.</p> <p>Vendor will prepare documentation, specifications, engineering, all required for SBBC to apply for a Master Building Permit. This permit will then be used to template similar installations at multiple sites. Vendor will work with SBBC to determine template items for building permits required for each site installation. Vendor is responsible for surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department. Awardee is responsible for completion of any work found to be inferior by SBBC Building Department Inspectors. To obtain a SBBC building permit, Awardee is responsible for submitting four (4) copies of certified and stamped electrical and structural drawings (no smaller than 11"x17") to SBBC, Information &amp; Technology Department, 7720 West Oakland Park Blvd., 2nd Floor, Sunrise, Florida 33351 which will then complete a building permit application and submit it to SBBC's Building Department for plan review and issuance of a SBBC Building Permit. All work is to be completed utilizing the most recent Florida Building code and must pass appropriate inspections from SBBC's Building Department. For example, in the current Fifth Edition (2014) of the Florida Building Code, Broward County is in a Risk Category III and IV area. Awardee is responsible for scheduling the post installation inspection and all subsequent inspections. Awardee must provide SBBC, Information &amp; Technology Department a copy of the signed building permit and passed inspections, prior to the processing of any invoice for payment. Proposer shall submit, a copy of their last drawings provided for a building permit, a copy of that issued build permit and a copy of the final passed inspection, (if final inspection has occurred).</p> <p>Additional information regarding SBBC Building Department requirements can be found at <a href="https://webappe.browardschools.com/buildingdepartment/">https://webappe.browardschools.com/buildingdepartment/</a></p>

4.2.4.13	<p><b>Site Map:</b> SBBC will provide a facilities site map (FISH Drawing) in .dwg format (CAD drawing). Awardee will edit facilities site map / building layout drawing to create a final drawing (AS BUILT DRAWING) that will include all cameras and view direction. The cameras will be identified by model, type, serial number and name. The format of the drawing must be in a version that can be further edited and in a format that can be digitally imported into the VMS software. The import of the map into the VMS is part of the completion of the installation by the vendor at no additional cost to SBBC. Awardee must also provide a software (PDF at a minimum) and hard copy of all as built drawings for storage purposes.</p>
4.2.4.14	<p><b>Cameras and VMS must:</b></p> <ul style="list-style-type: none"> <li>• include appropriate mounts, brackets, poles and/or pedestal for proper installation of camera to meet building code.</li> <li>• have a means to apply Network Time from School District NTP servers.</li> <li>• have the latest firmware applied at time of installation by the installer.</li> <li>• have only services/ports required for normal operations will remain active on cameras. Ports may be temporarily opened for the purposes of initial configuration but must be tightened down to least required upon completion of setup and prior to being placed into normal operation.</li> <li>• All PTZ implementations must include necessary control boards, joysticks, keypads, etc. for full functionality.</li> <li>• have default and manufacturer backdoor passwords changed at time of installation by installer to reduce security risks.</li> <li>• have archive tasks scheduled or automated by Awardee to move video from local VMS to centralized VMS storage for each site as needed.</li> <li>• have VMS system integrated with Active Directory for role-based authentication at each site as needed by Awardee.</li> </ul>
4.2.4.15	<p><b>Additional Installation Specifications:</b> In addition, vendor must follow standard installation specifications as found on the Add'l Installation Specs worksheet of the 18-124E Pricing Worksheet.xlsx.</p>
4.2.4.16	<p><b>Dedicated Technician Professional Services Availability:</b> All Dedicated System Technicians are to be made available to SBBC five (5) days a week (Monday through Friday), eight (8) hours a day, 244 days a year excluding SBBC designated Holidays where schools and administrative offices are closed. The SBBC calendar can be found at the website <a href="http://www.browardschools.com">www.browardschools.com</a> providing the schedule of SBBC available days for each school year. The beginning and ending work times in any given work day may vary dependent upon the needs of the tasks assigned and will be determined by SBBC. The personnel provided will report to SBBC Information &amp; Technology department designee(s) and will be based out of the Technology Support Services Center Building, located at 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704.</p>
4.2.4.17	<p><b>Normal Business Hours:</b> SBBC reserves the right to fluctuate the service technician hours as needed. SBBC considers a standard workday any time between 6:00 a.m. and 7:00 p.m. ET. Times other than this would be considered after hours. SBBC reserves the right to switch to alternative schedules based upon time of the year (IE. Summer hours of Monday – Thursday)</p>
4.2.4.18	<p><b>After-Hour/Duty Technician Services:</b> The Awardee will provide an on call service technician for after-hours calls. SBBC will pay for service techs from the time they arrive at a site until they leave the site at the appropriate after hours on call hourly rate. SBBC will not pay for travel time. SBBC requires that the awardee make available a certified technician for after-hours emergency response. This person must be certified on SBBC currently installed legacy equipment and any future systems or products installed during this term of RFP. After hours' time frame is defined as the hours of 7:00 p.m. to 6:00 a.m. ET weekdays, Saturdays and Sunday's, holidays and during any unplanned site closures. This technician must be accessible by cell phone for Information &amp; Technology notification of emergency repairs requiring response. Pricing for this emergency technician service (hourly rate) will be in accordance with the 18-124E Pricing Worksheet.xlsx.</p>
4.2.4.19	<p><b>Dedicated Technician Hourly Rate:</b> On the 18-124E Pricing Worksheet.xlsx document, proposer shall provide the hourly rate per dedicated technician as described in the above sections. Provide the cost for regular hours and after normal business hours where requested. This technician will be dispatched to incidents by SBBC staff or the provided project manager as an embedded technician. SBBC shall only be invoiced for actual hours the technician works. If the awardee's technician has responsibilities other than SBBC service calls such as regular corporate in-service trainings, meetings, vacation/personal time off or company paperwork, etc. SBBC shall not be billed for those hours.</p>
4.2.4.20	<p><b>Service Technician Count and Backfill:</b> The awardee will supply as many technicians as is needed to meet established project timelines. SBBC reserves the right to reduce or increase the number of required service technician at any time during the term of this agreement. SBBC agrees to provide five (5) business days' notice for any such change. In case of professional staffing vacation, illness, or injury SBBC may require that awardee provide replacement personnel to maintain a consistent level of service as specified in this RFP. During the absence of a service technician, SBBC will determine if there is need to "Back Fill" during the absence. Based upon work load and other factors, SBBC may elect to have a limited number of service technicians on duty any particular day, if one or more of the assigned service technicians are not available. Any such absence will be noted and hours removed from the monthly invoice. Awardee will provide an hour for hour credit for time that a technician is not available to SBBC due to company, personal, union, or civic duties and other required absences.</p>
4.2.4.21	<p><b>Sign Off:</b> School / Site administrator must sign off on all completed installations, the sign off must have all equipment serial number(s) listed and the exact location the equipment can be located. The awarded vendor will dismount existing camera equipment and leave with site for proper disposal by the site. Sign off must include work time arrival/departure individually documented per day of service. Sign off documentation must also clearly state where at the site the equipment was installed and where and with whom disconnected non function equipment was left. Sign off documents must be submitted with invoice. Invoice must include location name and address of installation, site contact name, itemized listing of part number, description, itemized cost and serial number for each item must be provided. Invoices must clearly indicate the SBBC PO number and SBBC Remedy ticket, if applicable.</p>

4.2.4.22	<b>Invoicing Requirements:</b> Invoices shall be submitted within four (4) weeks (20 business days) of the acceptance of equipment or completion of calendar month of technical services.
4.2.4.23	<b>Support:</b> SBBC requires a primary point of contact (POC) for all support calls to Avigilon. Calls must be handled within the EST/EDT time zone business hours 6 a.m. – 7 p.m. ET.
4.2.4.24	<b>Certification:</b> Group 1 awardee must obtain a Letter of Certification from Avigilon identifying them as an Avigilon Certified Partner to be submitted with proposal.

**GROUP 1: VIDEO SURVEILLANCE EQUIPMENT REFRESH REQUIREMENTS & SOW**

\*See above minimum requirements in section 4.2.4 and subsequent additional requirements that apply to this group.

**Phase 1: District-wide integration of all analog cameras with VMS. Anticipated to be completed September 2018.**

Awardee will integrate all obsolete analog cameras at approximately 180 school sites with VMS to allow unified system-wide visibility. Awardee will ensure tasks are coordinated in preparation of Phase 2. See above minimum requirements which apply to this group in addition to below minimum requirements.

4.2.4.24	<p><b>Project Coordination:</b> The awarded vendor will assign an individual to be dedicated to SBBC to assist in the coordination of all aspects of the various projects we will be undertaking together. This person should not be considered one of the embedded dedicated technicians and should have a technical field skillset including knowledge of the Avigilon software and hardware interface.</p> <p>Responsibilities will include, but not limited to, vetting help tickets, assisting with coordinating call dispatch, end-user training, system configuration and installation, back end server work pre/post installation (creating maps, configuring cameras, etc.), creating reports and system documentation, coordination activities with other vendors to assure the smooth transition of sites to the new platform and for repairs involving various vendors.</p> <ul style="list-style-type: none"> <li>o The IT Security team will order servers from current supplier based on coordinator’s project timeline, allowing four (4) week delivery time. The project coordinator will interface with the server hardware supplier, currently Dell but subject to change, to schedule installation of the server which will host the VMS software. Awardee will perform VMS installation one (1) business day following completion of server installation.</li> <li>o The IT Security team will order the console viewer workstation based on coordinator’s project timeline. The project coordinator will interface with the client viewing desktop vendor, currently Lenovo but subject to change, to schedule the installation of the desktop which will host the Avigilon client software.</li> <li>o The IT Security team will order switches/UPS based on coordinator’s project timeline. The project coordinator will interface with the network hardware and UPS supplier, currently JDL but subject to change, to schedule switch installations.</li> <li>o The project coordinator will interface with the cabling vendor, currently UCS but subject to change, to get proposals for required IP camera network drops to IT Security Team for processing, schedule installation of the drops needed for server(s), console viewer station, and cameras. The IT Security team will order network drops based on coordinator’s project timeline.</li> <li>o The project coordinator will interface with field technicians to schedule site visits for repairs and installations.</li> <li>o The project coordinator will ensure that a site is completed for each phase only after every item is finished and signed off from both the site administrators and IT Security team.</li> <li>o The project coordinator will maintain a comprehensive plan and calendar for the various tasks required to ensure a smooth aggressive schedule. It will be the responsibility of the project coordinator to keep constant checks on all task holders and to push escalations to management when delays are discovered.</li> </ul> <p>The project coordinator will assist SBBC sites trouble shoot issues as needed.</p>
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**Phase 2: District-wide refresh of analog cameras to digital.**

Awardee will replace existing analog cameras with network based digital cameras throughout the districts’ 236 schools and 30+ administrative sites distributed across Broward County. Additional cameras will be added, as needed to cover blind spots. See above minimum requirements which apply to this group in addition to below minimum requirements. Additionally, aspects such as coordination, tracking etc from Group 1, Phase 1 continue during Phase 2

4.2.4.25	<p><b>Project Tracking – Progress Reporting:</b> Awardee will be required to submit weekly progress reports to SBBC and/or its designees via email each Friday. At a minimum the report shall contain the following:</p> <p>Work completed for the week with actual completion dates, work scheduled for the following two weeks with estimated start dates, and unforeseen delays / obstacles, other comments.</p>
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4.2.4.26	<b>New Installation Training:</b> At the time of a new system installation at a site, awardee shall provide a minimum of one (1) hour training to site selected staff on the proper utilization of the equipment. Training shall include, but not be limited to, log in procedures, camera naming process and SBBC guidelines regarding camera names, camera layout and layout setup, navigation and operational tips, recording and archival/export of local video. Training will not include basic computer skills nor basic operating system training.
4.2.4.27	<b>Value-Added Services:</b> SBBC expects that one of the value-added services that will be delivered by the vendor-partner awarded this RFP contract is continued regular training on the use of the equipment and systems procured through this RFP. Introductory training on new systems and solutions procured under the RFP contract must be provided at no additional cost to SBBC and delivered in Broward County. SBBC expected there to be several levels of training available. One for District select staff who will manage the enterprise environment and have access to all local systems and local site end user training.
4.2.4.28	<b>Additional Training:</b> Training shall, at a minimum include basic system troubleshooting, VMS operation, programming for NVR server, client software set up and programming and required preventive maintenance. Customized web based training shall also be provided for school personnel (administrative and/or technical) at no additional cost so that training is ongoing. Frequency of training to be determined by SBBC. Unlimited use of on-line computer based training modules shall also be provided for staff covering the basic operation of the video management software (VMS) at no additional cost. If additional training is required after the initial hours of training, the manufacturer shall provide ongoing training upon request at no additional cost. The additional training may be delivered online via web conference.
4.2.4.29	<b>Training Documentation:</b> Awardee will provide access to operating manuals, troubleshooting and equipment documentation.

<b>GROUP 2: VIDEO EQUIPMENT BREAK / FIX REQUIREMENTS &amp; SOW</b>	
*See above minimum requirements in section 4.2.4 and subsequent additional requirements that apply to this group.	
4.2.4.30	<b>Break / Fix:</b> The awarded vendor will be involved in video surveillance equipment break/fix activities however; SBBC reserves the right, at any time, to take over the responsibility of break/fix personnel in-house either fully or partially.
4.2.4.31	<b>Fix or Replace:</b> It is expected that the awardee will have a fifty percent (50%) first time/first visit fix rate. Any troubleshooting that exceeds two (2) hours must be approved by SBBC IT Security personnel with a detailed explanation for the delay. Technicians who trend longer troubleshooting times will be replaced by the awardee with appropriately skilled staff.
4.2.4.32	<p><b>Technical Support Requirements:</b> Awardee will be issued service tickets from the SBBC incident ticketing system (currently Remedy, but subject to change at any time to ticketing system with similar functionality) and must abide by the following SLA schedule:</p> <p>Remedy tickets must be acknowledged and read for prioritization within an hour during business hours 8 a.m. – 5 p.m. ET. Priorities within the Remedy system are as follows:                  Critical – VMS is offline and/or cameras are all offline                  High – Three or more cameras are offline                  Medium – Two or fewer camera outage or camera viewing capabilities are not available.                  Low – Refocus, reposition camera, VMS operational issues or user interface issues.</p> <ul style="list-style-type: none"> <li>• Remedy ticket urgency “Critical” initial response - Remedy Service ticket must be acknowledged within 1 hour during regular business hours. A call from IT or SIU will provide immediate acknowledgement and an onsite response time of under three (3) hours for a system down.</li> </ul> <p>If the call is made after 1:00 p.m. ET and SBBC resources are not available to be onsite for vendor visit, next business day onsite at the opening of the site will be permitted</p> <ul style="list-style-type: none"> <li>• Remedy ticket urgency “High” Service ticket must be acknowledged within initial response - by next business day to visit to site in order to provide proposal or complete a repair.</li> <li>• Remedy ticket urgency “Medium” initial response – Initial response on the next or max two business day(s)</li> <li>• Remedy ticket urgency “Low” initial response - within three (3) business days to visit site for providing a proposal or complete a repair.</li> </ul> <p>Proposals for repairs which cannot be immediately completed, should be sent to the IT Security team within two (2) business days of site visit.</p> <p>Awardee will deliver and begin to install items ordered within fourteen (14) days after receipt of purchase order.                  Work should begin within two (2) business days of parts arrival and completed by next business day based on site readiness and availability. It is expected that the awardee will have appropriate stock on service vehicles to complete a significant number of repairs on their first visit to a site.</p> <p>IT Security team will review complex jobs which may require additional days for completion.</p>

	Awardee will be required to add applicable notes and comments within the Remedy system as the work progresses, not just at ticket closure.
4.2.4.33	<b>Verification Of Installation:</b> Completion of installed systems will be tracked within the Remedy Ticketing system. Awardee shall provide the means by which SBBC personnel can randomly verify the content of the installed systems, components and equipment to ensure compliance with this RFP. Site based administrator will sign off on all time and materials with secondary approval by IT Security Team.

**GROUP 3: VIDEO EQUIPMENT ONLY**

4.2.4.34	Proposer shall utilize Excel pricing spreadsheet to provide pricing as indicated. MSRP price must be indicated with percentage discount to itemized cost to SBBC. The pricing received by SBBC from awardee shall reflect the discount percentage stated or the highest discount offered by awardee to other customers, whichever yields the lowest net cost to SBBC for the required items. Awardee shall furnish with each quote, a copy of the manufacturer's current list price for the required item. Discount prices must remain firm during the term of the award. Failure to comply with this requirement will result in default of contract.
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**GROUP 4: ELECTRONIC DOOR ACCESS REQUIREMENTS & SOW**

"Electronic Door Access Control" includes, but is not limited to, electronic locks, card readers, keyless entry systems, intrusion detection systems, alarm management systems, gate and door hardware, intercoms, video phones, telephone entry systems, panic stations, panic alarms, photo identification badge systems, motion detection, cipher locks, keys, key cards and electronic security training.

SBBC currently utilizes AMAG Symmetry V8.1 SP1 as its primary access control solution.

4.2.4.35	Awardee must be able to provide support 24 x 7 x 365 days for service calls.
4.2.4.36	Proposer shall be an AMAG qualified reseller and service provider for a minimum of five (5) calendar years prior to the release of this RFP.
4.2.4.37	Proposer shall employ at least two (2) technicians trained and currently certified in Installation, Service and Engineering via the AMAG Symmetry V8 courses within the past two (2) years.
4.2.4.38	All service calls for electronic door access control will be considered priority calls and require dispatch the same business day unless other arrangements have been made with the customer or the Information & Technology Security group.
4.2.4.39	Any repair parts ordered must be installed and functioning within three (3) business days of the original notification.
4.2.4.40	Awardee will provide access to operating manuals, troubleshooting and equipment documentation.
4.2.4.41	Vendor-partners must maintain throughout the term of the contract, and make available to SBBC upon request, a database of all goods sold to the District. The data must include, at a minimum, purchase date, PO number, site name, PO amount, item manufacturer, item description, item user names and passwords, network programming information, software version, model number and serial number.
4.2.4.42	Detail how your company can provide enhanced product support and strategies for lowering costs for SBBC.
4.2.4.43	Describe how door access controls can be improved, include synergies with alarm systems, video surveillance systems specifically Avigilon ACC, and ways that SBBC could extend the implementation of electronic door access controls in the most cost effective ways.
4.2.4.44	Detail your customer service workflow and how the company trains technicians to be experts in not only new electronic door access systems but to keep the skills up-to-date for the aged control panels, connectivity and other legacy type components of the door access system.

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

4.4 **Evaluation Criteria - (Proposer Qualifications, Scenario Evaluation, 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 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. Proposer agrees by responding to this RFP, that all equipment and services will comply with the following.

**Proposers must submit separate qualifications, experience detail and responses for each group.**

**4.4.1 Proposer's Qualifications – (See Section 5 for Maximum Point Values)**

**4.4.1.1 Executive Summary:** Submit a brief abstract, of approximately three (3) pages, stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

**4.4.1.2 Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three 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 Similar Performance and Letters of Reference:** Describe similar awarded contracts that cover at least fifty (50) site locations, preferably Florida educational (K-12) or other governmental agencies, that proposer is currently engaged in or has completed within the past two (2) years. Proposer will provide contact information and the following: customer name and address, contact name, title, contact telephone number, type and quantity and version of surveillance systems installed, installation dates for systems installed, contract dates. These references must include sources that have the manufacturers cited in the RFP as a part of their install base. Provide as much information as necessary to explain yourself. Describe other qualifications that may help SBBC assess proposer's capabilities such as (but not limited to):

- Degree to which your company provides enhanced product support and how your product line and support services may provide the lowest, most effective total cost of ownership for SBBC.
- Streamlined product ordering.
- No-cost design or engineering services.
- Industry reports or ratings.
- Experience with direct access to the customers Helpdesk ticking system.
- Describe your other customer service work flows and describe any pitfalls encountered and how they were resolved.
- Describe the customers size, technician service model (how are they deployed and dispatched), number of work orders/tickets completed and the timeline required.
- Describe your organizations experience with large equipment deployments and how, logistically you would handle a large District wide deployment of hardware and software involving multiple vendors.

**4.4.1.4 Years in Business / K-12 Focus / Market Share Profile:** Describe years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Proposers must provide Articles of Incorporation as evidence of their years in business. Additionally, proposers should describe the market share position of solutions submitted for mandatory cost proposal evaluation. Proposer must provide a current Dun & Bradstreet report identifying the company's financial strength or the most recent audited profit and loss statement prepared by a certified public accountant within five (5) business days, if requested by SBBC.

**4.4.1.5** Vendor shall maintain adequate service vehicle inventory of parts to be determined by SBBC, for each assigned technician who will respond to SBBC service tickets, and the vendor cooperatively to increase the first visit repair rate of commonly replaced equipment. Vendor truck stock must be adequate to make common repairs at more than one site per day. SBBC will not pre-purchase equipment for this purpose. Awardee shall invoice for equipment as it is used according to the invoicing section of this RFP.

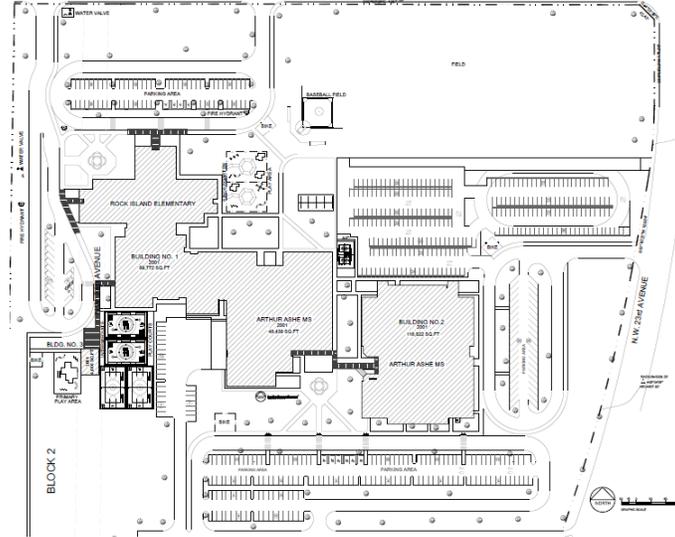
**4.4.2 Scenario Evaluation Group 1 ONLY – (Maximum 40 allowable points):**

Clearly describe how the Proposer can accomplish each of the following Scenario Evaluation items below:

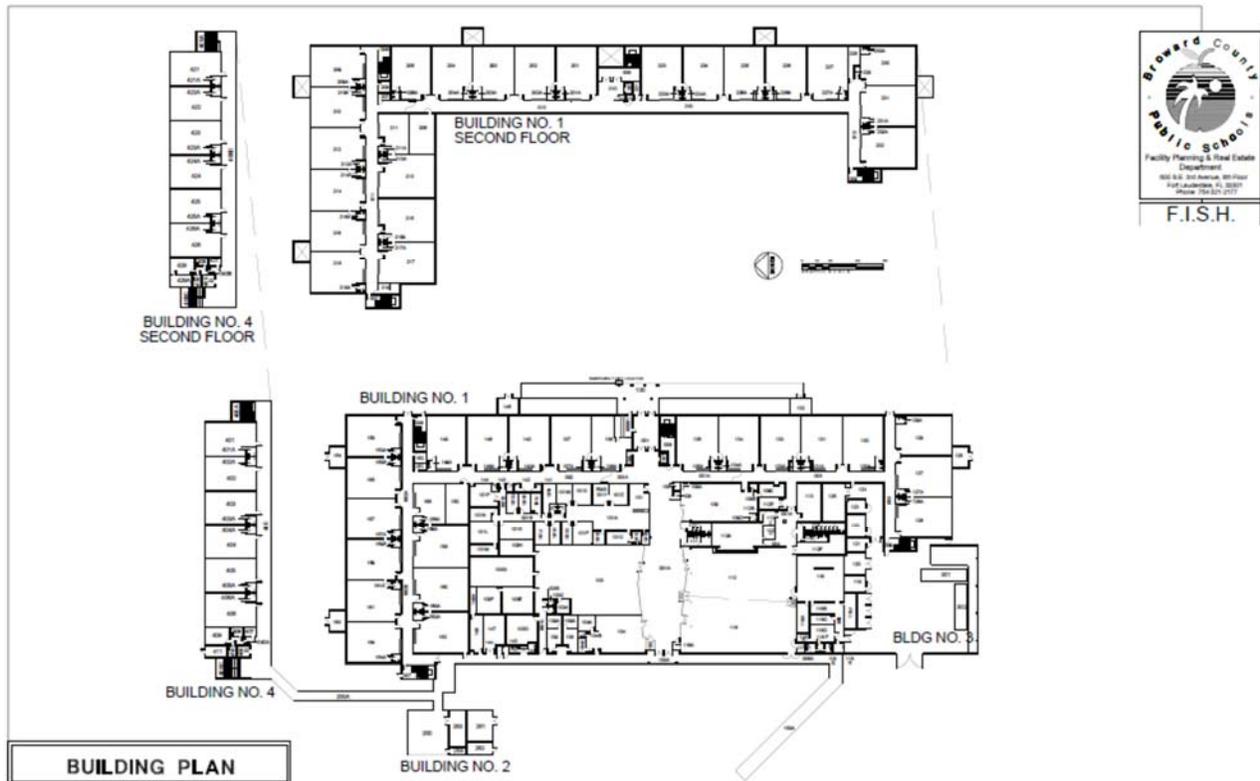
The proposer will complete three typical system designs for the three below site layouts utilizing the limited resources available for each.

Section	Scenario Evaluation
4.4.2.1	<p>Describe in detail with an accompanying project plan (MS Project file preferred) how you would refresh each site style listed below. Include the coordination efforts for scheduling around other vendors involved in project success. (Servers, monitors, console workstations, cabling, networking equipment, and UPS vendors). The project plan must be complete to include the other vendor components and tasks (set each to the following values to keep all responses comparable).</p> <p>There is no control over the time needed by other vendor’s goods and services, the below are simply placeholders and do not indicate actual time values when moving towards the project. These items must be simultaneous in timeline.</p> <p>Server (4-week delivery), Workstation / Monitor (6-week delivery), Cabling (4 week delivery), Network/UPS (4 week delivery), Complete equipment installation, As built drawing provided for permit issuance (+2 weeks post installation), Building Permit issuance (+3 weeks post installation), Building Department inspection (+4 weeks post installation).</p> <p>To make all responses comparable, you must accurately compute the hours needed for the installation and configuration of cameras, video management software to include all the minimum requirements defined in section 4.2.4.</p>
4.4.2.2	<p>The below floorplan drawings can be provided in DWG or PDF format for the proposer to mark. The proposer must provide the scenario’s camera recommendations marked on 11x17” paper. Indicate camera placement, angle and type on the floor plan.</p>
4.4.2.3	<p>The explanation of your recommended camera deployment is intended to represent and allow evaluation of your company’s ingenuity and creativeness in determining the best possible deployment location for cameras and the recommended type (models) in an efficient and cost effective manner. We are interested in evaluating the proposer’s representation of the best way to provide as much video coverage as possible with limited resources. Cabling is not to be considered as part of this scenario.</p>
4.4.2.4	<p>Proposer shall provide a detailed rational defending/explaining their selection of each camera type and location for each scenario in an easily understood and organized format. Proposer shall explain both the pros and cons of each device and location selection.</p>
4.4.2.5	<p>SBBC is providing a copy of a school site plan and a building plan for each floor of the school. Use these documents to determine the most appropriate placement of your proposed camera equipment.</p>
4.4.2.6	<p>There are 236 schools and an additional 30+ administrative sites distributed across Broward County all with video surveillance needs. Describe on a clearly defined and easy to locate attachment to the RFP submission, in detail, how your company can handle the accelerated pace of first converting every site (approximately 180 sites) to an IP connected VMS within eight (8) months.</p> <p>Additionally, describe how your company can handle phase 2, replacing 10,000 cameras distributed throughout Broward County Schools at these same sites across the timeframe of two (2) years. The speed and accuracy of deployment are vital to a successful on-time project delivery and the vendor must be able to keep pace with our demanding schedule. Include your ability to maintain skilled staff in sufficient numbers for this demanding project.</p>
4.4.2.7	<p>Describe in detail a time that your company ran into an issue(s) with any large deployment and how did you overcome the problem(s)?</p>
4.4.2.8	<p>Detail how you propose to assist SBBC in finding the best camera option for each unique situation. SBBC is looking for efficiency and expert guidance in recommending a camera model that will provide better visibility, better coverage, better features and makes financial sense. Include the ways that you will assist SBBC in vetting such equipment.</p>
4.4.2.9	<p>We are interested in case studies showing how you proved to be a good partner to other large customers in jobs that scale projects that have had deployments of camera and VMS in over fifty (50) locations and in short timelines of under twelve (12) months.</p>
4.4.2.10	<p>Proposer will submit a sample, “As Built Drawing” drawing completed for another customer within the last year. All information must be clearly legible and understandable. Customer specific name may be removed from the sample if needed. The drawing should have enough information to be issued a Florida building permit, but engineering stamps are not required.</p>
4.4.2.11	<p>This is the area where you can include additional details that would set your offer apart from the competition. What else can the vendor bring to the partnership with SBBC? Attach additional documents if needed. Make sure to reference the location of the document for easy of review.</p>

**Scenario 1 – Site plan. A site with 16 cameras with the following sample floor plan**



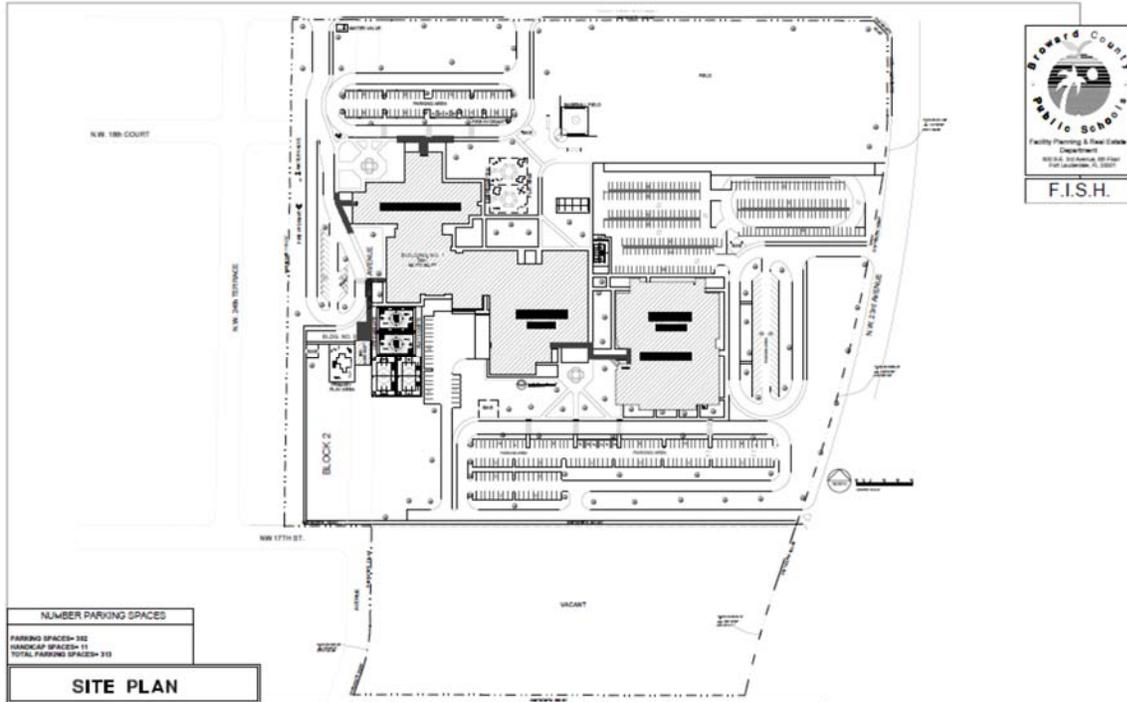
**Scenario 1 Bldg Plan**



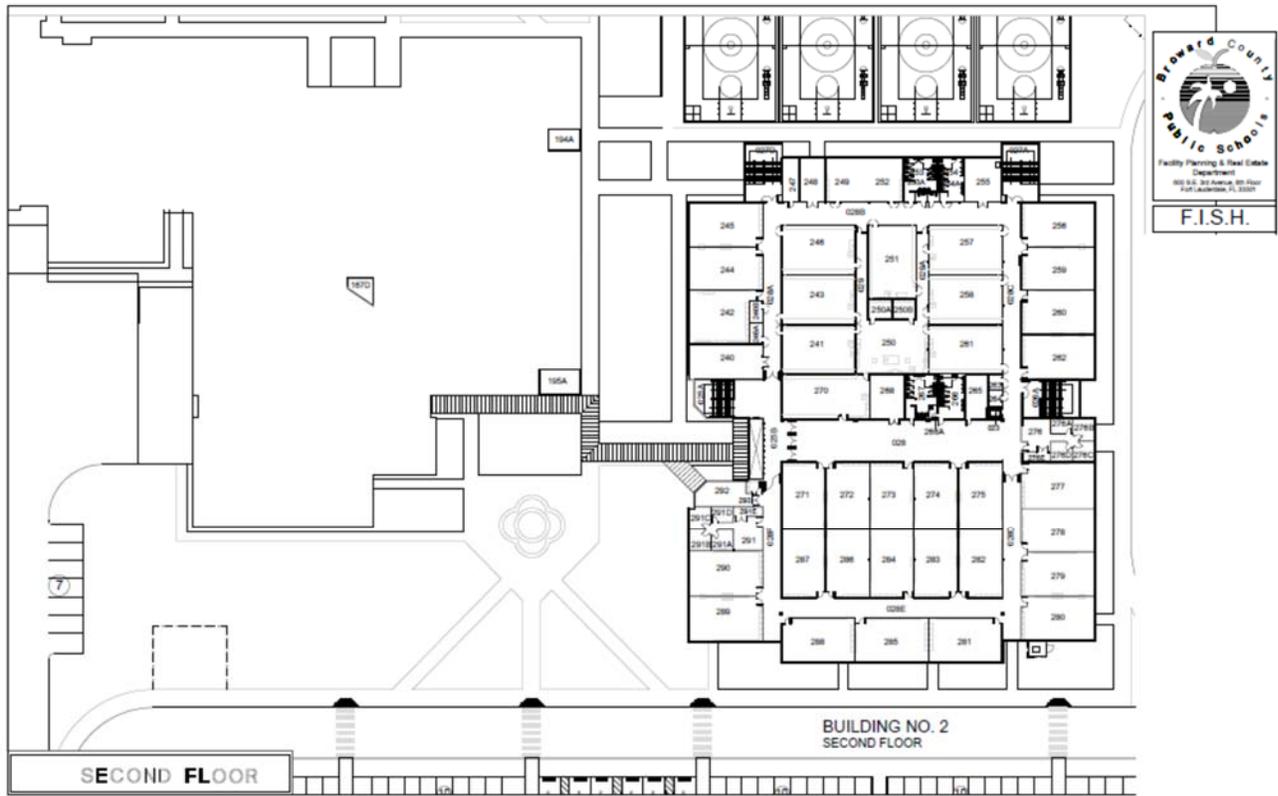
**BUILDING PLAN**

**Scenario 1 Building Plan**

**Scenario 2 – Site plan. A site with 32 cameras with the following sample floor plan**

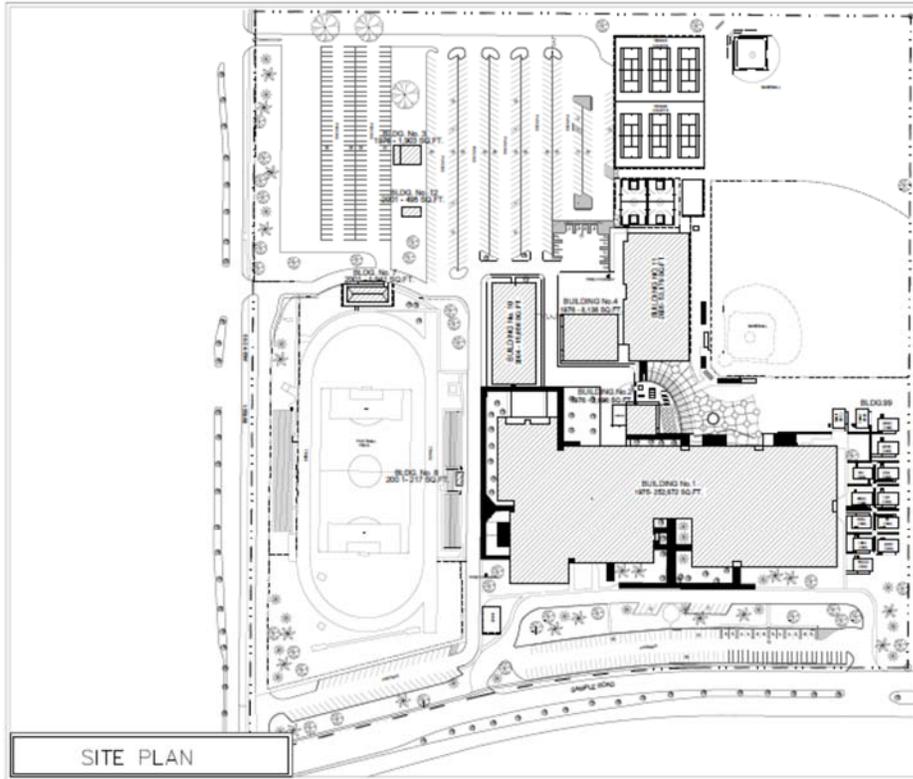


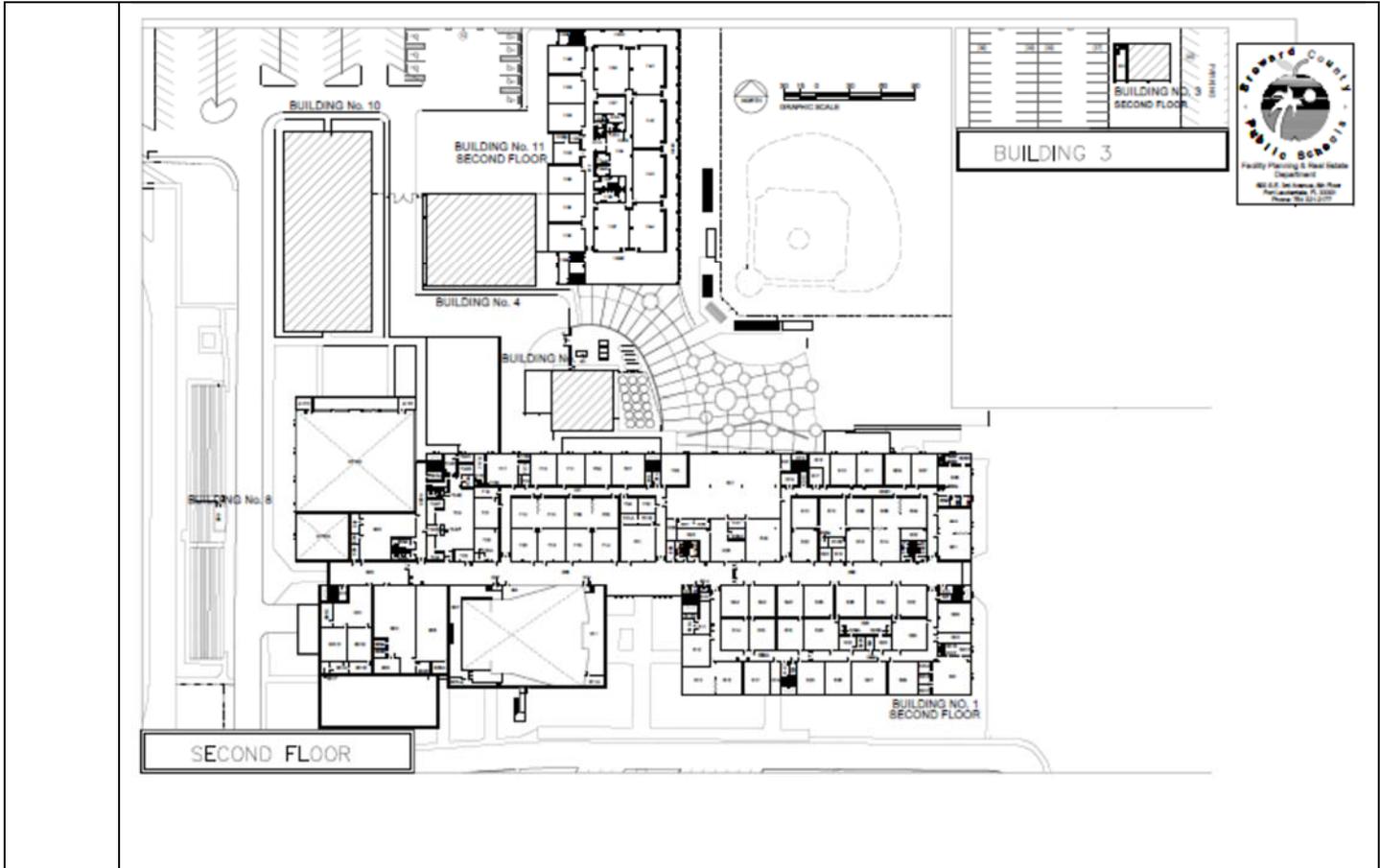
**Scenario 2 Building Plan page 1**



Scenario 2 Building Plan page 2

Scenario 3 - A site with 64 cameras with the following sample floor plan





**4.4.4 Cost of Services – (See Section 5 for Maximum Point Values)**

All costs for items included in the response should be all inclusive in the prices quoted on the 18-124E Pricing Worksheet.xlsx. It shall be the responsibility of awardee to include on-site delivery for all items purchased and delivered to SBBC. All items shall be shipped FOB Destination. SBBC will not pay for any additional costs associated with the proposed items. Each item must meet the minimum requirements listed in section 4.2.4.

**WARRANTY OF CURRENCY:** SBBC includes this Warranty of Currency requirement to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or market life cycle. The intent of this Warranty of Currency requirement is not included to require that the awardee perpetually upgrade equipment purchased through this contract throughout its functional life. Rather, the intent is to require that the awardee disclose and notify, in writing, SBBC of generational upgrades of the products sold to SBBC under this contract prior to the sale and delivery of equipment. This will allow SBBC to make responsible purchasing decisions based not only on what is being purchased, but also based on when the purchases are made. During the term of the contract, SBBC requires that specific and general information about major generational upgrades in their product lines and/or operating system / software releases, be provided to SBBC at least sixty (60) days prior to the disclosure and or sale of the new technology in the open market. Failure to provide notification of major generational upgrades to product lines sold to SBBC at least sixty (60) days to the introduction of upgraded equipment on the open market will result in the awardee indemnifying SBBC by replacing at no additional cost, items sold to SBBC after the time notification should have been made with the new generation equipment (including installation and configuration) or by providing a financial settlement calculated by SBBC for the value lost by making the ill-timed purchase.

Generational upgrades are those that include any of the following (or any combination thereof):

- Represents the end of life for a particular product line
- Substantially improves performance and/or functionality
- Substantially impacts the manageability or security of the goods in the enterprise

**4.4.5 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 fifty-one percent (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](http://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>

<b>M/WBE Information:</b>	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.	<b>Maximum Points</b>
4.4.5.1	<p>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.</p> <p>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. <b>If you will</b></p>	<b>10</b>

	<b>not have M/WBE Participation, add Proposer's name and state N/A on the form and return it with your Proposal.</b>	
4.4.5.2	Proposer shall provide staff diversity information by completing and submitting <b>Attachment A2</b> , Employment Diversity Statistics.	<b>0</b>
4.4.5.3	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.	<b>0</b>
	<b>TOTAL POINTS .....</b>	<b>10</b>
	<p>*The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see <b>Attachment A1</b>) to the Supplier Diversity &amp; 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).</p> <p><b><u>State your willingness to comply with this requirement.</u></b></p>	Yes____  No____
	<p>Awardee must provide the Supplier Diversity &amp; Outreach Program Office a 30-day written notice for substitution of an M/WBE Proposer.</p> <p><b><u>State your willingness to comply with this requirement.</u></b></p>	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:

<b>GROUP 1</b>	<b>MAXIMUM POINTS</b>
A. Experience and Qualifications	30
B. Scenario Evaluation	40
C. Cost of Services & Goods	20
D. Supplier Diversity & Outreach Program	10
<b>TOTAL</b>	<b>100</b>

<b>GROUP 2 &amp; 4</b>	<b>MAXIMUM POINTS</b>
A. Experience and Qualifications	50
B. SOW	20
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	10
<b>TOTAL</b>	<b>100</b>

<b>GROUP 3</b>	<b>MAXIMUM POINTS</b>
A. Experience and Qualifications	30
B. Cost of Goods	60
C. Supplier Diversity & Outreach Program	10
<b>TOTAL</b>	<b>100</b>

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.

<b>10-Point Table for M/WBE Participation</b>	
≥ 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.

## 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, 11/28/2017** 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: 18-124E Video Surveillance Equipment**

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

One (1) complete, original hard copy Proposal (clearly marked as such), and one (1) complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive and one (1) copy (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 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment I) and submit with Proposal, if applicable.**
- 6.3.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:  
\_\_\_\_\_ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **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 the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:  
**The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_.**  
**All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.**  
(\*Please include the Contract # and Title on the Certificate of Insurance.)  
**(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)**
- 6.3.8 **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 (2) business days if required insurance is cancelled.
- 6.3.9 **The SBBC 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 D**, 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 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify AWARDDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or AWARDDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AWARDDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDDEE in the defense of such Infringement Claims.

## 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 17<sup>th</sup> 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 (5) 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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> 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/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

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

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

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

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) 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](http://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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/secle/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/secle/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew 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. 3<sup>rd</sup> 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](http://www.demandstar.com), **12/11/2017 by 5:00 p.m. ET** and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.** Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 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](http://www.demandstar.com), is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 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](http://www.browardschools.com).
  - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
  - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 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
- 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](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*

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.

**CERTIFICATION:**

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

7.60 **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.

**SECTION 8, FORMS AND ATTACHMENTS**

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

**ATTACHMENT A –**

**A1 – Monthly M/WBE Subcontractor Utilization Report**

**A2 – Employment Diversity Statistics**

**A3 – Monthly M/WBE (Minority/ Women Business Enterprise) Participation Form**

**ATTACHMENT A1 – 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 A2 – 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											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											

**ATTACHMENT A3 – 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 B –

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

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

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

Check one of the following and sign:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code



## **ATTACHMENT 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 **Recital.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**1.1.1 DELETED IN N/A**

**ARTICLE 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)

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.

(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.

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.

**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

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

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 possession 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

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

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.

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:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

\_\_\_\_\_  
Office of the General Counsel

**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.

## 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.

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Organization Name	18-124E Video Surveillance Equipment
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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)	Date
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## 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**

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**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 – REFERENCES

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



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

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

**Reference 1 – New Customer (one year or less)**

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

Scope of Work:

**Reference 2 – Past Customer (currently not doing business)**

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

Scope of Work:

**Reference 3 – Repeat or Long Term Customer**

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

Scope of Work:

**Reference 4 – Repeat or Long Term Customer**

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

Scope of Work:

**Reference 5 – Repeat or Long Term Customer**

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

Scope of Work:

**ATTACHMENT K –  
PROPOSAL PRICING SHEET (S)**

**INSERT PROPOSAL PRICING SHEET(S) HERE**

**ATTACHEMENT L— (Not Applicable)**

**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 Oblige, 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 18-124E**

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 18-124E** 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 Oblige shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.

\_\_\_\_\_  
WITNESS \_\_\_\_\_ PRINCIPAL

\_\_\_\_\_  
WITNESS \_\_\_\_\_ INSURANCE COMPANY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

**~~ATTACHMENT M – (Not applicable)~~**

**~~CONFIRMATION OF SERVICES~~**

**~~(PUT ON SCHOOL LETTERHEAD)~~**

**~~(TO BE FILLED OUT AND SENT TO SELECTED AWARDEE)~~**

**SAMPLE CONFIRMATION OF SERVICES FORM**

**~~FOR RFP 18-124E Video Surveillance Equipment~~**

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

\_\_\_\_\_ To: (Vendor's Name and Address)

\_\_\_\_\_ Dear (Vendor's Name):

\_\_\_\_\_ Based upon your company's response to RFP 17-045N, our school,

\_\_\_\_\_, has chosen your company to  
\_\_\_\_\_  
(School Name)

\_\_\_\_\_ provide school pictures, with the exclusion of senior portraits, for our students, faculty, and staff for the

\_\_\_\_\_ School Year.  
\_\_\_\_\_  
(Indicate School Year)

\_\_\_\_\_  
\_\_\_\_\_  
Principal's (Designee's) Signature

~~Purchasing Agent III  
Harmoni Clealand~~

## ATTACHMENT N –

### 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: 18-124E \_\_\_\_\_

Title: Video Surveillance Equipment

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

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

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

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

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

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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