



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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March 5, 2019

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Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 19-174E GPS and Student Transportation Routing System**

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

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **REQUIRED RESPONSE FORM**

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

- **PROPOSAL SUBMITTAL FORMAT**

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

- **DUE DATE**

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

- **STATEMENT OF "NO BID"**

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

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

Harmoni Clealand
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 19-174E

GPS AND STUDENT TRANSPORTATION ROUTING SYSTEM



RFP Release Date: Tuesday, March 5, 2019

Written Questions Due: On or Before 5:00 p.m. ET
Tuesday, March 12, 2019
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
Wednesday, March 27, 2019
in Procurement & Warehousing Services Department

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

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

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

TABLE OF CONTENTS

SECTION 1 – REQUIRED RESPONSE FORM	4
SECTION 2 – INTRODUCTION AND GENERAL INFORMATION	5
SECTION 3 – CALENDAR	7
SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL	8
SECTION 5 – EVALUATION OF PROPOSALS	12
SECTION 6 – SPECIAL CONDITIONS	14
SECTION 7 – GENERAL CONDITIONS	18
SECTION 8 – FORMS AND ATTACHMENTS	24
ApTTACHMENT A – S/M/WBE FORMS	25
ATTACHMENT B – CONFLICT OF INTEREST	26
ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE	27
ATTACHMENT D – W-9 FORM	28
ATTACHMENT E – DRUG FREE WORK PLACE	29
ATTACHMENT F – SBBC SAMPLE AGREEMENT	30
ATTACHMENT G – DEBARMENT	31
ATTACHMENT G – INSTRUCTIONS FOR CERTIFICATION	32
ATTACHMENT H – ACH FORM	33
ATTACHMENT I – WORKERS' COMPENSATION AFFIDAVIT	34
ATTACHMENT J – REFERENCES	35
ATTACHMENT K – PRICING BID SUMMARY	36
ATTACHMENT L – SURETY BOND (NOT APPLICABLE)	36
ATTACHMENT M – MAILING LABEL	38
ATTACHMENT N – NO BID	39
ATTACHMENT O – SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS	40
ATTACHMENT P – SYSTEM DEMONSTRATION	51

	<p>The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p>REQUEST FOR PROPOSAL (RFP)</p>
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DUE DATE: This Proposals must be submitted to the **Procurement & Warehousing Service Department**, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET):**

3/27/2019

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

RFP NO.:

19-174E

RELEASE DATE:

3/5/2019

PURCHASING AGENT:

Harmoni Clealand
754-321-0539

RFP TITLE:

GPS AND STUDENT TRANSPORTATION ROUTING SYSTEM

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

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

SECTION 1 – REQUIRED RESPONSE FORM

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

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

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Box:

City:

City:

State:

Zip Code:

State:

Zip Code:

Phone Number:

Contact Person:

Proposer's Taxpayer
Identification Number:

Contact
Phone:

Contact Person's
E-Mail Address:

**E-Mail Address
for PO:**

Proposal Certification

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

Signature of Proposer's Authorized Representative

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive proposals for Global Positioning System (GPS) and Student Transportation Routing System as described herein.

SBBC is the sixth (6th) largest school district in the nation and provides Pre-K through 12th grade, adult and technical education for residents of Broward County, Florida.

SBBC’s Transportation system is ranked among one of the largest district-owned fleet in the nation. The Transportation Department consists of the following staff members: 34 Administrators; 48 Support Staff; 1206 Bus Drivers; 400 Bus Attendants; 103 Vehicle Maintenance staff.

The Transportation Department is divided in to five (5) distinct bus depots located geographically across Broward County (Pompano Beach, Oakland Park, Davie, Pembroke Pines and Southwest Ranches). Each bus depot is identified by distinct routes number (1000, 2000, 3000, 4000, and 5000). This facilitates effective and efficient communication between Transportation and stakeholders.

During the 2017-18 school year, SBBC had approximately 92,000 students eligible for transportation and approximately 72,000 documented student riders during the February Department of Education (DOE) Florida Education Finance Program (FEFP) survey. Annually, the routing system is used to attain a \$30 million reimbursement from Florida DOE. The FEFP process requires pulling data from the district student information system and correlating it to the automated routing system.

SBBC Transportation routing team consists of a Manager, Analyst and 8 Route Planners. SBBC provides transportation services to 234 public schools (K-12 and Technical Colleges). Each year the routing team maintains/creates 995 - 1015 routed buses based on student eligibility, educational programs and average ridership. Runs and routes are generated using a three (3) tier system (high school, elementary school then middle school). The tier system reduces the number of buses needed to transport. There is an average of 5.2 runs across all routes. Annually they use an automated routing system to manually and auto-assign students to runs and routes. This process involves tracking student type, identifying bus riders for SBBC to route students to and from school.

Additional District information can be viewed at SBBC’s website at www.browardschools.com/About-BCPS

Proposers may be asked to provide a comprehensive demonstration of the proposed solution within two (2) weeks following the evaluation committee meeting date.

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 3/12/2019**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

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

- 2.4 **Price Adjustments:** Prices offered shall remain firm through the first three (3) years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 2.5 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0. proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.6 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

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

SECTION 3 – CALENDAR

Tuesday, March 5, 2019	Release of RFP 19-174E
Tuesday, March 12, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
Wednesday, March 27, 2019**	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department.
Tuesday, April 2, 2019**	RFP Evaluation Committee Meeting begins at 8:30 a.m. ET
Tuesday, April 16, 2019** Wednesday, April 17, 2019**	RFP Evaluation Committee Meeting for System Demonstrations begins at 8:30 a.m. ET
Thursday, April 18, 2019	Posting of Tabulation Recommendation

All public meetings noted by ** above will be held at the following location:

Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323 (3rd Floor)
Sunrise, Florida 3335

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

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

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

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

4.1.2 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers. State under what other or former name(s) the Proposer is currently operating under or has operated under.

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

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

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

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

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

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

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

4.2.2 Proposer must specify if they are the owner of the proposed software solution or if the software is owned by another entity. Is your company the owner of the proposed software? ☐ Yes ☐ No **Do not check both boxes.**

4.2.3 Proposer must specify if they are the owner of the proposed GPS solution or if the GPS portion is owned by another entity. Is your company the owner of the proposed GPS? ☐ Yes ☐ No **Do not check both boxes.**

4.2.4 Proposers must have successfully implemented their proposed, integrated routing and GPS solution for a minimum of ALL of the following for at least a single district:

- a. 500 buses; and
- b. 50,000 students; and
- c. 15,000 stops; and
- d. GPS enabled on a minimum of 500 buses.

Proposer shall provide name and contact of current solution customer that meets or exceeds all of the above:

District Name: _____

Contact Name & Email _____

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

4.3.1 **Proposer's Experience & Qualifications – (Maximum 20 allowable points):**

- 4.3.1.1 Submit a brief executive summary (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.
- 4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.
- 4.3.1.4 Provide a description of work experience servicing districts similar in size to SBBC, as related to the specifications outlined herein. Said description should include, but not be limited to: number and types of customers Proposer has services, and number of years the Proposer has been providing these types of services. Utilize **Attachment J** – References for this item to serve as documentation to verify experience.
- 4.3.1.5 Provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of SBBC for services on an as needed basis through the term of the contract. Provide a description of the qualifications and experience of the organization and persons that will be responsible for implementation of the services. Such description shall at a minimum include:
 - a) Background information about the organization (for example: ownership, officers and directors);
 - b) Proposer's management structure, organization chart of the firm, project team etc;
 - c) Company size and location(s), number of years in business;
 - d) One (1) page resume and qualifications of the persons offered to implement the system.
- 4.3.1.6 Provide a proposed implementation plan based on the following:
 - e) Perform all data *conversions* and interface development;
 - f) Training and assisting with the configuration of the system;
 - g) Mentoring to SBBC project team including training for a small core group on the functionality of the system;
 - h) Training strategy and training models for all end-users, including access to all user documentation.

4.3.2 **Scope of Services & Performance Specifications – (Maximum 25 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided in **Attachment O**. In addition to your detailed proposal, answer all lines in the Excel spreadsheet Attachment O Functionality Worksheet. SBBC's intention is to identify existing functionality, what is included in your base system, what is considered an extra module etc. If a feature does not currently exist, but your firm can customize it, indicate as such on the spreadsheet. By providing proposal, Proposer agrees to comply with minimum Scope of Services & Performance Specifications. Whenever necessary, Proposers should include additional documentation, taking care to label document according

to the numbering scheme in Attachment O (ie: Attachment O, item 78). Appendices, illustrations and supplemental information shall be attached and cross-indexed in a clear and logical manner.

- 4.3.3 **System Demonstration – (Maximum 30 allowable points):** SBBC will require that the four (4) highest scoring proposers provide an in person live product demo. The proposer must provide all demo items. A room with power outlets and guest network connectivity will be provided; the proposer must provide all other items needed for a successful demonstration of the criteria listed in **Attachment P**. See the Calendar for tentative demonstration dates. Final scores will be announced at the conclusion of the final demonstration meeting, although the RFP Evaluation Committee reserves the right to request a longer, in-depth demonstration at their discretion.
- 4.3.5 **Cost of Goods / Services – (Maximum 15 allowable points):** Proposers must complete the Mandatory Pricing Proposal Sheet (**Attachment K**) for all services. Cost shall include the purchase options to include upgrades/patches, annual support & maintenance, Proposer services, customizations, custom services and training. Cost should be projected out over the next three (3) years in addition to pricing for extensions. Year one (1) should include first year's maintenance and support. SBBC reserves the right to purchase or not purchase items at its discretion. Additional costs associated with the Proposer's ability to comply with any requirements must be clearly identified and defined on Proposer's bid response and quotation. Pricing shall reflect all functionality listed in Attachment O.

Distribution of points will be calculated by dividing the total weighted cost offered by each Proposer by the lowest total weighted cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of \$10,000 and Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive **15** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **10** points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 15$ maximum points = 10 points received.

- 4.3.4 **S/M/WBE Participation – (Maximum 10 allowable points):** Small/Minority/Women-Owned Business Enterprise (S/M/WBE) Participation: SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.broward.k12.fl.us/sbbcpolicies>.

Office of Procurement & Warehousing Service / Supplier Diversity Outreach Program Requirement:

THIS API APPLIES TO THIS SOLICITATION: Voluntary S/M/WBE Distributorship Development Program: The SBBC encourages manufacturers to establish authorized dealerships or distributorships with S/M/WBE suppliers of their products on a non-discriminatory basis.

The S/M/WBE distributorship should perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.

- 4.3.4.1 S/M/WBE firms utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on S/M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in 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. The current list of SBBC S/M/WBE-Certified firms can be viewed at: <http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>
- 4.3.4.2 If a Proposer is S/M/WBE Certified by SBBC or intends to utilize S/M/WBE firms as a subcontractor on this contract, the S/M/WBE firms shall be certified by SBBC at the time of bid. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the

PWS/SDOP to verify the Vendor's current Certification status or to obtain the applicable small business certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm which seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project, shall be subject to removal or decertification by PWS/SDOP.

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

SECTION 5 – EVALUATION OF PROPOSALS

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

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	20
B. Scope of Services	25
C. Cost of Services	15
D. Demonstration	30
E. Supplier Diversity & Outreach Program	10
TOTAL	100

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

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

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

5.2 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for committee evaluated sections).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: S/M/WBE Evaluation: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with section 4.3.4 and the information requested and described further in Attachment A. The individual(s) responsible for this portion of the evaluation are not voting member(s) of the RFP Evaluation Committee.

Step 3: RFP Evaluation Committee: This step evaluates the strengths of the companies that have responded to the RFP and scenario responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer Experience & Qualifications and Scope of Services in accordance with section 4.3. All scores for step 2 and 3 will be calculated and the four (4) highest scoring Proposers will be invited to present a system demonstration to the RFP Evaluation Committee as described herein.

Step 4: System Demonstration: The four (4) highest scoring Proposers will be invited to provide a system demonstration as outlined in section 4.3.3 for the Evaluation Committee. Proposers not invited to provide a demonstration will be assigned a score of zero for the demonstration scoring category. The Committee may request a subsequent, full day demonstration from the two (2) highest scoring Proposers at the completion of Step 4, but before Step 5.

Step 5: Cost Evaluation: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.5.5. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

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

- 5.3 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require additional demonstrations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.4 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.5 **Award:** SBBC intends to make an award only to the Proposer that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment F**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

SECTION 6 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 3/27/2019** at the following address in order to be considered. Please utilize **Attachment M**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: 19-174E GPS/Student Transportation Routing System

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

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

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

- 6.2.1 In the event that the Awardee is partnering or utilizing another firm's GPS equipment as part of the solution, SBBC reserves the right to purchase GPS equipment direct at any time during the course of the contract, if deemed in the best interest of SBBC.

6.3 INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

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

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

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

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

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

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

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

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

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

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

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

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.
- 6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment D**), and submit with their Proposal.
- 6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.
- 6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.
- 6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 6.8.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.8.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.8.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.8.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).
- 6.8.3.3 Failure to respond to all subsections within the RFP.
- 6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

- 6.8.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

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

SECTION 7 – GENERAL CONDITIONS

- 7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT. Shipping points offered other than F.O.B. Destination shall be rejected.** Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - The RFP; then
 - Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secclle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)....

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

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

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

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

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on 4/18/2019 and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

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

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

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

- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- a) Cancellation and default of contract;
 - b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - c) All departments being advised not to do business with vendor.

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

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

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

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

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

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

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

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

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

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

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

- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

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

- a) 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.

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

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

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

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

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

CERTIFICATION:

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

7.60 PUBLIC INSPECTION OF PROPOSALS: Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

SECTION 8 – FORMS AND ATTACHMENTS


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

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal:
(forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>)

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

Document Number 00470
Attachment _____

 **Procurement & Warehousing Services**
Supplier Diversity Outreach Program
Broward County Public Schools

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____


CONTRACT #: _____

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

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

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

Document Number 00475
Attachment _____

 **Procurement & Warehousing Services**
Supplier Diversity Outreach Program
Broward County Public Schools

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE: _____

SOLICITATION INFORMATION	
Contract #:	Project Start Date:
Project Name:	
Project Location:	
Bidder/Proposer:	

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

 **Procurement & Warehousing Services**
Supplier Diversity Outreach Program
Broward County Public Schools

**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**


DATE: _____

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Prime Contractor:	

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

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

Document Number 00485
Attachment _____

 **Procurement & Warehousing Services**
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
SECTION II - UTILIZATION INFORMATION			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
	FEDERAL	S/M/WBE	TOTAL
			AMOUNT PAID

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

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS

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

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

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

Check one of the following and sign:

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

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

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

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

Section 2: Must be completed and signed by Florida Bidder

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

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

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

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

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

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

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

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

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

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

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

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY

ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

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

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

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

ATTACHMENT D – W-9 FORM

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

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

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

ATTACHMENT E – DRUG FREE WORK PLACE

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

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

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

by _____

(Print individual's name and title)

for _____

(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

(Signature)

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

Personally known _____ or

Produced Identification _____

Notary Public State of

My commission expires: _____

(Type of Identification)

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

ATTACHMENT F – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](#)

See section 5.5 for more information.

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

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

ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

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

Signature(s)

Date

ATTACHMENT G – INSTRUCTIONS FOR CERTIFICATION

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



ATTACHMENT H ACH PAYMENT AGREEMENT FORM

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

VENDOR NAME:

Authorization Agreement

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

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

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

Account Information

Name of Bank or
Financial Institute:

Branch/ State

Routing No:

Account No:

Checking

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:
(please select one)

Fax

☐

Email

☐

Federal Identification No.
Vendor

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number

Dept.

Centralized Email

Dept.

Centralized Phone No.

Dept.

Signature

Authorized Signature

(Primary) and Business title:

Date:

Authorized Signature

(Joint) and Business title:

Date:

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# Date Entered Initials:

ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:



ATTACHMENT J – 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 – Dates of Service: _____

Name of Firm: _____	Contact Person: _____
Phone #: _____	Email: _____
# of Buses: _____	# of Buses with GPS enabled: _____
# of Students: _____	# of Stops: _____

Scope of Work: _____

Reference 2 - Dates of Service: _____

Name of Firm: _____	Contact Person: _____
Phone #: _____	Email: _____
# of Buses: _____	# of Buses with GPS enabled: _____
# of Students: _____	# of Stops: _____

Scope of Work: _____

Reference 3 – Dates of Service: _____

Name of Firm: _____	Contact Person: _____
Phone #: _____	Email: _____
# of Buses: _____	# of Buses with GPS enabled: _____
# of Students: _____	# of Stops: _____

Scope of Work: _____

Reference 4 – Dates of Service: _____

Name of Firm: _____	Contact Person: _____
Phone #: _____	Email: _____
# of Buses: _____	# of Buses with GPS enabled: _____
# of Students: _____	# of Stops: _____

Scope of Work: _____

Reference 5 – Dates of Service: _____

Name of Firm: _____	Contact Person: _____
Phone #: _____	Email: _____
# of Buses: _____	# of Buses with GPS enabled: _____
# of Students: _____	# of Stops: _____

Scope of Work: _____

ATTACHMENT K – PRICING BID SUMMARY

EXCEL SPREADSHEET UPLOADED WITH BID ON DEMANDSTAR: Vendor **must** fill out the attached Pricing Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

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

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

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

1) Sample of COMPANY REPRESENTATIVE tab below:



PROCUREMENT & WAREHOUSING SERVICES
Broward County Public Schools

Bid # 19-174E
GPS and Student Transportation Routing System

Bidder Info	
<i>Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.</i>	
Company Name	
Company Representative	
Email Address	
Phone Number	

2) Sample of PRICING tab below:



PROCUREMENT & WAREHOUSING SERVICES
Broward County Public Schools

Bid # 19-174E
GPS and Student Transportation Routing System

PRICING BID SUMMARY - ATTACHMENT K						
Instructions to Proposer:						
1. Price summary will be a roll-up of subsequent Price Detail sections. Price Summary shall represent the full price of implementation and ownership over the first three years and two years extension. 2. Price Detail sections shall include unit pricing and extensions as applicable. In the case of discrepancy between the two, the unit price(s) shall govern. 3. Pricing Detail sections must include ALL cost items needed to implement Vendor's proposal as required in RFP. Please add additional items as needed. **Include ALL costs associated to ensure that all functionality in Scope of Work is included. 4. All cells highlighted YELLOW need pricing entered by the Vendor. All other cells are formulas.						
Total Cost for Years 1 through 3.		\$	-			
(Points will be calculated using this amount)						
PRICE SUMMARY	Year 1	Year 2	Year 3	Extension Year 1	Extension Year 2	
TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	
Pricing Detail (Total of below is reflected in above summary)						
Description	Year 1	Year 2	Year 3	Extension Year 1	Extension Year 2	
Recurring Solution Costs						
Annual Base Licensing Cost	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Support (Base)	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Maintenance (Base)	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Additional Module Costs**	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Support/Maint for Additional Module**	\$ -	\$ -	\$ -	\$ -	\$ -	

ATTACHEMENT L – SURETY BOND (NOT APPLICABLE)

~~KNOW ALL MEN BY THESE PRESENTS,~~

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

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in RFP~~ **INSERT RFP # HERE**

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

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

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

WITNESS _____ PRINCIPAL

WITNESS _____ INSURANCE COMPANY

BY: _____
ATTORNEY IN FACT

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Proposer's Name)

TO:

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

ATTN: **Harmoni Clealand**
BID: **19-174E (GPS/Transportation RFP)**

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.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

E-mail: _____

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

Comments:

Signature: _____ Date: _____

ATTACHMENT O – SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS

The following scope of services elaborate the needs of SBBC. Utilize the accompanying Excel spreadsheet (Attachment O Functionality Worksheet) to respond to each item and use additional documentation as needed.

Priority	Description
1	This requirement is a “must have” feature, and is critical to the success of the project. The project will not be possible without this requirement.
2	Function or feature is somewhat important, as it provides some value but the project can proceed without it.
3	Function or feature is a “nice to have” feature, if time and cost allow it.

SECTION: ROUTING FUNCTIONALITY		
Item	Priority	Description
1.	1	Graphical displays and dashboards that are downloadable in report form shall be provided.
2.	1	The ability to set automate processes such as student updates, nightly database backups, and Web refreshes.
3.	2	The ability to store driver's profile / personal information (license, endorsements, medical records, training record, dexterity, etc.) should be provided.
4.	1	The ability to perform advanced queries for all features (student stops, runs, routes, etc.) shall be provided.
5.	1	The ability to display GPS data in the Routing system shall be provided.
6.	1	Customizable real-time alerts via text, email and computer message shall be provided.
7.	1	The application shall have the ability to communicate student demographic information between the routing system and GPS system.
8.	1	The application shall have the ability to integrate GPS with third party route planning systems.
9.	2	The application should have the option to capture student ridership via student tracking (e.g., RFID, other).
10.	1	The application shall have a passenger list by bus stop.
11.	1	The system shall have the ability to search for a school or student by name
12.	1	The ability to monitor missed bus stops.
13.	1	The capability to display and edit data from different functionalities/modules of the system at the same time shall be provided.
14.	1	An audit trail by user ID and date and time for all changes (stops, runs, routes) shall be provided.
15.	1	The configuration / customization of user screens and maps (specifically the display of stops and runs) shall be provided.
16.	1	The ability to have user defined fields.
SECTION: STUDENT		
Item	Priority	Description
17.	1	The Routing System shall have the capability to upload Student Demographics from Student Information System (currently TERMS) to Routing System. Current format is text file with specific format (sample file available to Proposers upon request).
18.	1	The Routing System must match students to electronic map and determine eligibility for transportation.
19.	1	The Routing System must have fields to calculate membership category based on state funding requirements.
20.	1	The Routing System must allow user defined fields.
21.	1	The Routing System must identify student's home boundary.
22.	1	The Routing System must identify students that are not eligible for transportation.

23.	1	The Routing System must calculate student residential address distance to school(s).
24.	1	The Routing System must calculate student residential address distance to bus stop.
SECTION: RUNS – SERIES OF STOPS TO A SCHOOL		
Item	Priority	Description
25.	1	The system shall provide the ability to optimize runs; use the system's intelligence to determine if the run is efficient.
26.	1	The system shall provide the ability to provide Run description (detailing To and From).
27.	1	The system shall provide the ability to generate a Run with options for blended loading between multiple schools.
28.	1	The system shall provide the ability to create Transportation scenarios in a test environment and import into production.
SECTION: ROUTES – SERIES OF RUNS TO ONE OR MORE SCHOOLS		
Item	Priority	Description
29.	1	The system shall provide the ability to plan multiple routes/tiers per shift.
30.	2	The system should provide the ability to allow bell times to optimize route generation.
31.	2	The system should provide the ability to determine the impact to routes and possible shifts of other tiers, within possible bell time shifts.
32.	1	The system shall provide the ability to display task lists. (For example: When a router logs in, prompt the router with the schools he or she is responsible for and the students that need to be routed).
SECTION: STOPS – A LOCATION FOR STUDENT PICKUP AND DROP OFF		
Item	Priority	Description
33.	1	The system shall provide the ability to have an Effective date and Termination date.
34.	2	The system should provide the ability to set a Stop to "Pending" until the Effective Date (do not want times of other Stops to be adjusted until the Effective date).
35.	1	The system shall provide the capability for Stops to be correlated with a specific school.
36.	1	The system shall enable Stop ID's naming convention to include a unique school location number.
37.	1	The system shall provide Stop Type values (Regular, SPED, Magnet, etc.).
38.	1	The system shall provide a display showing the assigned load or actual rider count.
39.	1	When creating a stop, the system shall provide the ability to identify a hazardous intersection.
40.	1	The system shall provide the ability to identify multiple schools that use the same stop location.
41.	1	The system shall provide the ability to utilize Stop history (dated, created/user id, date modified/user id, run change/user id).
42.	1	The system shall provide the ability to assign a student to multiple school bus stops in order to support alternative pick-up and drop-off locations.
43.	1	The system shall provide the ability to customize a stop description.
SECTION: SCHOOL		
Item	Priority	Description
44.	1	The system shall provide a school profile such as grade level, transportation related programs, school ID, school contacts, and school boundary descriptions in the system.
45.	1	The system shall provide the ability to identify bus stops based on the residential address.
46.	2	The system should provide an opt-out option for eligible students.
47.	1	The system shall provide the ability to identify students assigned to a bus stop and to identify eligible students not assigned to a bus stop when displayed on the map.
48.	1	The system shall provide the ability to identify specific student programs (SPED, Magnet, Teen Parent, etc.).

49.	1	The system shall provide the ability to utilize multiple data sets at one time such as current school, next grade, and summer school information to identify the incoming / outgoing student population.
50.	1	The system shall provide the ability to identify student addresses that do not match the map.
SECTION: MAP		
Item	Priority	Description
51.	1	The system shall provide the ability to add drawn-in streets without exiting the system.
52.	1	The system shall provide the ability to be compatible with City/County/GIS mapping.
53.	1	The system shall provide digital map availability (Broward County GIS, Environmental System Research Institute for a Geographic Information System [ESRI]).
54.	1	The system shall provide the ability to display the map in satellite view.
55.	1	The system shall provide the ability to import and display ESRI shape files without conversion.
56.	1	The system shall provide the ability to preserve custom changes when importing ESRI files.
57.	1	The system shall provide the ability to put attributes on map (one-way, no left turn, gated community, etc.).
58.	1	The system shall provide the ability to create layers (crossing guards, pre-K sites, etc.).
59.	3	The system should provide the ability to perform boundary planning/redistricting process.
60.	1	The system shall provide the ability to identify home schools based on resident's address.
61.	1	The system shall provide the ability to minimize left turns in a run.
62.	1	The system shall provide the ability to determine no travel and one-way streets.
63.	1	The system shall provide the ability to determine if a resident address is eligible for transportation.
64.	1	The system shall provide the ability to create specialized boundaries (state hazard, Choice, Magnet transportation, etc.).
65.	1	The system shall provide the ability to identify students in intersecting boundaries.
SECTION: PARENT / STUDENT COMMUNICATION		
Item	Priority	Description
66.	1	The ability to allow parents to view bus stop assignment information prior to the start of school shall be provided via a Parent Portal
67.	1	The ability for parents to view bus stop time, location, bus number and route number shall be provided via a Parent Portal
68.	1	An automatic notification of changes (bus stop assignment information, bus stop time, location, bus number and route number) shall be provided via a Parent Portal
69.	1	The ability to enable customization of the automatic notification (e.g., set timeframe for notification to be sent) shall be provided via a Parent Portal
70.	1	The system shall provide the ability for Parents to receive an alert when a bus is within a certain radius.
SECTION: SCHOOL COMMUNICATION		
Item	Priority	Description
71.	1	The system shall provide a student transportation information portal / app to provide schools with easy access to school bus route information.
72.	1	The system shall provide a school portal / app with the ability to look up student information and transportation information.
73.	1	The system shall provide the ability to print individual school reports and individual student bus passes.
74.	1	The system shall provide the ability to view transportation information on a map (student location, bus stop location, hazard streets).
75.	1	The system shall provide the ability for schools to view students' school attendance and school walk boundaries.
76.	1	The system shall provide an automatic notification for bus route changes.
77.	1	The system shall provide the ability to turn off a notification.

78.	1	The system shall provide the ability for schools to fill out a transportation request for special programs (SPED, foster, homeless, 504, McKay, and teen parent).
79.	1	An audit trail of conversations between stakeholders regarding transportation requests shall be provided.
80.	1	The system shall provide the ability for schools to enter transportation concerns and send an email to a transportation staff member in order to resolve an issue(s).
81.	1	All record transactions shall be timestamped with a status and user identification.
82.	1	The system shall provide the ability to update and make changes to a transportation request.
83.	1	The system shall provide the ability to send a notification to Transportation when a form is created or changed.

SECTION: ROUTING STAFF COMMUNICATION

Item	Priority	Description
84.	1	The system shall provide the ability to receive an automated notification of routing changes that are sent to schools and terminals.
85.	1	The system shall provide the ability to send a notification of Transportation requests completed for students in special programs (SPED, foster, homeless, 504, McKay, and teen parent) to the original requester.
86.	1	The system shall provide the ability to display outstanding tasks. (For example, when a router logs in, prompt them with the schools they are responsible for and students that need to be routed.)
87.	1	The system shall provide the ability to create and save customized queries.

SECTION: OPERATIONS / BUS DEPOT COMMUNICATION

Item	Priority	Description
88.	1	The system shall provide the ability for staff to communicate cancelled and delayed routes, school closures and general notices to the public.
89.	2	The system should provide the ability to coordinate field trips with existing route times and availability.
90.	2	The system should provide the ability to review all field trips scheduled on a certain date.
91.	1	The system shall provide the ability to enable immediate notification to affected students and parents via email/texting with a subscription utility via Parent Portal

SECTION: MANAGEMENT COMMUNICATION

Item	Priority	Description
92.	1	The system shall provide the ability to monitor user activity.
93.	1	The system shall provide the ability to monitor changes to stops, runs and routes.
94.	1	The system shall provide a dashboard that displays an Exception report, outstanding issues and tasks for each router.

SECTION: ROUTING REPORTS

Item	Priority	Description
95.	1	The system shall provide the ability to duplicate BCPS custom Transportation reports: <ul style="list-style-type: none"> • Synopsis Report • Student Eligibility Report • Bus Pass • Formatted Student File (sent to I&T to populate TERMS Transportation fields) in text format (sample of file available upon request).
96.	1	The system shall provide the ability to compare data with State of Florida requirements and make adjustments where necessary outside of the production system.
97.	1	The system shall provide the ability to generate the Florida State Report per DOE guidelines (FEFP).
98.	1	The system shall provide the ability to create standard and customized reports.
99.	1	The system shall provide the ability for each individual to create their own report(s).
100.	1	The system shall provide the ability to schedule reports.
101.	1	The system shall provide the ability to create a report with turn by turn directions and highlighted changes.

102.	1	The system shall provide the ability to create Drill-Down Reports (KPI such as On-time Performance, Missed stops, Travel Time, etc.).
SECTION: STUDENT TRACKING		
Item	Priority	Description
103.	2	The system should provide cardless student ridership (K-12).
104.	2	The system should provide student rider verification (K-12).
SECTION: MOBILE APP		
Item	Priority	Description
105.	1	A mobile application for IOS and Android devices shall be provided for Stakeholders and Parents
106.	1	The system shall provide parent / student notification (K-12) capability through a mobile app
107.	1	Parent/student information about their child's bus shall be displayed via mobile app
SECTION: GPS FUNCTIONALITY		
Item	Priority	Description
108.	1	Time & Attendance functionality shall be provided.
109.	1	Integration with payroll systems (i.e., Kronos) shall be provided.
110.	1	The ability to request time off shall be provided.
111.	1	GPS location at clock-in and clock-out shall be captured.
112.	1	Associate a driver with a bus and route that is being serviced shall be provided.
113.	1	Work monitor - notifications when a bus driver or attendant has not signed in shall be provided.
114.	1	Multiple employees to clock-in / out onboard (e.g., bus driver and attendant) shall be allowed.
115.	1	Real-time vehicle tracking for dispatcher and schools shall be provided.
116.	1	Audit trail capability shall be provided.
117.	1	Planned versus actual analysis showing if drivers are driving routes as planned shall be provided.
118.	1	On-time arrival analysis capability shall be provided.
119.	1	Stop-time comparisons capability shall be provided.
120.	1	GPS functionality utilizing existing GPS data to help calibrate the map to improve the accuracy of the timing on planned routes shall be provided.
121.	1	The capability to support other GPS applications / plug-ins (Zonar systems, Synovia Solutions, etc.) shall be provided.
122.	1	A dashboard identifying buses which are delayed and on time, and driver attendance (similar to airport dashboard) shall be provided.
123.	1	The ability to send notification of mechanical issues with buses to the transportation staff shall be provided.
124.	2	Electronic pre-trip inspection of bus capability should be provided.
125.	2	Automatic notification of pre-trip from / to garage should be provided.
126.	1	Event alert notification capabilities shall be provided.
127.	1	Early and late buses / routes / runs notifications shall be provided.
128.	1	Missed / skipped stops notifications shall be provided.
129.	1	Open / close door notifications shall be provided.
130.	1	Loading & unloading (amber / red) procedures notifications shall be provided.
131.	1	Configurable idle alert notifications shall be provided.
132.	1	Child check solution (child safety alarm and alert) notifications shall be provided.
133.	1	Zone alert capabilities shall be provided.
134.	1	School bus terminals arrival / departure alerts shall be provided.

135.	1	Bus arrival and departure alerts shall be provided to schools.
136.	1	An alert shall be provided when a bus enters a no travel area, based on GIS data.
137.	2	A pre-trip sensor violation alert should be provided to the garage.
138.	1	A search radius to display the nearest vehicles to the selected point on a map shall be defined.
139.	1	The system shall provide the ability to identify a vehicle traveling within a specified time, location and speed.
140.	1	The system shall provide the ability for users to set color-coded events on a map when events happen (such as RR crossings, wheel chair lift deployed, loading and unloading procedures, etc.)
141.	1	The system shall provide the ability to set the frequency of the GPS refresh.
142.	1	The system shall provide vehicle maintenance integration capability.
143.	1	An integrated vehicle maintenance scheduler shall be provided.
144.	1	The ability to send a vehicle maintenance notification to the garage shall be provided.
145.	1	Third-party work order / maintenance solutions integration (preventive maintenance, Maximo, etc.) shall be provided.
146.	1	Asset tracking capability shall be provided.

SECTION: GPS TECHNOLOGY - GENERAL

Item	Priority	Description
147.	1	The GPS system shall provide an integrated interface to our Routing system.
148.	1	The GPS system shall provide the capability to provide configurable roles and access right
149.	1	The GPS system shall provide access to a cloud-based Software as a Service (SaaS) solution. BCPS will own the data.
150.	1	The GPS system shall provide installation / removal of GPS hardware on BCPS buses.
151.	1	The GPS system shall provide a GPS hardware solution that can plug into ODB-II ports on any vehicle and will not interfere with other third party applications.
152.	1	The GPS system shall provide a hardware option that can be hardwired and connected to up to seven sensors.
153.	1	The GPS system shall provide an open application programming interface (API) for data integrations (such as Kronos & SAP, TERMS, Easy IEP, third-party work order integration, etc.).

SECTION: GPS TECHNOLOGY – AUTOMATIC VEHICLE LOCATION (AVL) FEATURES

Item	Priority	Description
154.	2	The GPS system should provide audible turn by turn directions
155.	1	The GPS system shall provide live and real-time map tracking.
156.	1	The GPS system shall provide live and historical reporting.
157.	1	The GPS system shall provide customizable real-time alerts via text, email or computer message.
158.	1	The GPS system shall provide unlimited geofence creation and reporting.
159.	1	The GPS system shall provide the ability to identify a bus by route and bus number to be retrieved for or by the routing system.
160.	1	The GPS system shall provide the ability to view the fleet by bus depot and bus type (routed, spare).
161.	1	The GPS system shall provide satellite imagery overlay capability (such as Google Maps).
162.	2	The GPS system should provide a weather overlay option.
163.	2	The GPS system should provide a Traffic overlay option.
164.	1	The GPS system shall provide overlay customer-supplied GIS files in ESRI .SHP format.
165.	1	The GPS system shall provide engine diagnostic capability.
166.	1	The GPS system shall provide fault code alerts and reports.
167.	1	The GPS system shall provide Odometer reports.

168.	1	The GPS system shall provide a Mobile Data Terminal that is located on the bus.
169.	1	The GPS system shall provide an emergency button.
170.	1	The GPS system shall provide two-way communication between the dispatcher and driver.
171.	1	The GPS system shall provide route confirmation and driver verification by the driver on the bus via Mobile Data Terminal. This is utilized for bus substitution.
172.	1	The GPS system shall provide time and attendance capability (the ability for drivers and attendants to sign in and out on the bus via Mobile Data Terminal).
173.	1	The GPS system shall provide a current day and time clock stamp via Mobile Data Terminal.
174.	1	The GPS system shall provide the ability to enter bus substitution and retrieve run directions via Mobile Data Terminal.
175.	1	The GPS system shall provide the ability to drill down to the school run versus the entire route.
176.	1	The GPS system shall provide a pre-post trip inspection.
177.	1	The GPS system shall automatically send reports to the maintenance / garage manager and a selected designee.
178.	2	The GPS system should display backup and / or surveillance camera.

SECTION: GPS REPORTS

Item	Priority	Description
179.	1	The GPS system shall provide the ability to create speeding reports / alerts based on posted speed limits.
180.	1	The GPS system shall provide the ability to create the Hardware Health Report.
181.	2	Hardware Health report process should identify the hardware (GPS unit) health of the bus within an identified timeframe consistently throughout the day that it is functioning.
182.	1	The GPS system shall provide the ability to create Excessive Speed Alerts and Reporting.
183.	1	The GPS system shall provide the ability to create Excessive Engine Idle Time Alerts and Reporting.
184.	1	The GPS system shall provide the ability to schedule reports.
185.	1	The GPS system shall provide the ability to create Low Battery Alert.
186.	1	The GPS system shall provide the ability to create Running Battery Alert.
187.	1	The GPS system shall provide the ability to create Driver Rating Report.
188.	1	The GPS system shall provide the ability to create Harsh Braking, Acceleration and Turning.
189.	1	The GPS system shall provide the ability to create Comparative Analysis (Plan vs Actual) Reports and Map Overlay.
190.	1	The GPS system shall provide the ability to create Average Bus Stop Time.
191.	1	The GPS system shall provide the ability to create KPI reports used by Administration.
192.	1	The GPS system shall provide the ability to create user configurable reports.

SECTION: INFORMATION TECHNOLOGY

Item	Priority	Description
193.	1	The system shall provide a cloud-based solution or provide an on-prem solution with an N-Tier architecture that can be hosted in a virtual system. If the system is cloud-based solution please identify the cloud hosting provider.
194.	1	The system shall provide a solution that interfaces with a student information system application.
195.	2	The system should provide a solution that interfaces with an IEP application.
196.	1	The Routing system shall provide a solution that is compatible with a GPS solution such as Zonar, Synovia, or GeoTab.
197.	2	The system should provide a solution that has the capability to interface with Accelify (a Medicaid reimbursement application).

198.	1	The system shall provide a solution that has the capability to interface with other external third-party applications.
199.	1	The system shall provide a solution that has the capability to run multiple environments (Current/Summer/Next Year/Historical/FTE [snapshot to send to state]/Sandbox.
200.	2	The system should provide integrated online forms management for schools and departments.
201.	1	The system shall provide a mobile notification that is compatible with IOS and Android.
202.	1	The solution should provide a tablet on the bus for the driver to enter their time and feed into a time-keeping system (such as Kronos).
203.	1	System availability must be provided during peak / critical processing times (4 am – 7 pm standard and 24/7 for opening of school).
204.	1	The application must have the ability to integrate with a Student Information System.
205.	1	The application must have the ability to integrate with a timekeeping system.
206.	3	The application should have the ability to integrate with Fuel Card solutions.

SECTION: INFORMATION TECHNOLOGY SECURITY

Item	Priority	Description
207.	1	The system shall provide a solution that has the capability to comply with applicable federal and state laws regarding protection of student records (FERPA) and protected health information (HIPAA).
208.	1	The system shall provide a solution that has the capability to provide security by Group/Role.
209.	1	The system shall provide encryption of all BCPS data while transmitted over open, public networks.
210.	1	The system shall provide the capability to restrict user access to SBBC data to the minimum amount of access required by the role.
211.	1	The system shall provide Single Sign on (SSO) using Security Assertion Markup Language (SAML) capability or OAuth2
212.	1	The system shall provide the capability to generate an audit log of all system activity. This should include "view only" as well
213.	1	The system shall provide the capability to verify that only the parent/legal guardian is receiving bus stop time, location, bus number and route number

Report Appendix

**** Please include samples of standard reports with your proposal and specify if any of the below reports are considered customized and include a line on the Excel pricing sheet (attachment K) to include all costs.**

Report Name	Filter by	Report Content	Generated by	Report Frequency
Synopsis Report	1) School 2) By Route	See example 1 below	All users (Excluding Parents)	On-demand
Student Eligibility Report	School	See example 2 below	All users (Excluding Parents)	On-demand
Bus Pass	School	See example 3 below	All users (Excluding Parents)	On-demand
Formatted Student File	Transportation	.txt file format	Transportation Staff	On-demand

EXAMPLE 1:

Synopsis as of 01/23/2019			School: RAMBLEWOOD MIDDLE		
Route #	Bus #	Effective Date/Time	Am Time	Stop Description	Pm Time
1039	205856			SCHOOL: RAMBLEWD M	3:45 PM
				NW 2ND ST & LAKEVIEW DR CS (EMPTY LOT)	3:59 PM
				NW 2ND DR CS & NW 121ST TERR CS	4:01 PM
				NW 118TH AVE CS & NW 2ND CT CS	4:03 PM
				NW 5TH ST CS & NW 113TH TERR CS	4:05 PM
				NW 7TH ST CS & NW 111TH WAY CS	4:06 PM
				NW 109TH TERR CS & NW 7TH ST CS	4:07 PM
				NORTH BUS LOT	4:23 PM
1071	214017		8:13 AM	INVERRARY BLVD (NBND) & NW 44TH ST LD- [REDACTED]	
			8:31 AM	NW 108TH AVE CS & NW 4TH ST CS	
			8:32 AM	NW 108TH AVE CS & NW 3RD ST CS	
			8:34 AM	NW 112TH LANE CS & NW 1ST PL CS	
			8:35 AM	RIVERSIDE DR CS(WBOUND) & NW 2ND CT CS	
			8:38 AM	CORAL RIDGE DR CS (H. SOUTH) & NW 5TH ST CS	
			8:41 AM	RIVERSIDE DR(EBOUND) & NW 111TH WAY CS	
			8:50 AM	SCHOOL: RAMBLEWD M	
			9:03 AM	NORTH BUS LOT	
1233	214004		8:36 AM	561 NW 105TH DR CS	
			8:39 AM	NW 107TH AVE CS & NW 4TH DR CS	
			8:41 AM	11136 NW 1ST PL ,CS-(ATT) [REDACTED] RT, K [REDACTED]	
			8:48 AM	563 NW 87TH LANE ,CS-(ATT/H) R [REDACTED] J [REDACTED]	
			8:51 AM	9267 RAMBLEWOOD DR ,CS-(AT/SB) ME [REDACTED] D [REDACTED]	
			8:55 AM	SCHOOL: RAMBLEWD M	
			9:09 AM	NORTH BUS LOT	
1245	213801			SCHOOL: RAMBLEWD M	3:45 PM
				563 NW 87TH LANE ,CS-(ATT/H) [REDACTED]	4:00 PM
				11136 NW 1ST PL ,CS-(ATT) [REDACTED] RT, K [REDACTED]	4:08 PM
				NW 28TH ST ,OP & NW 18TH TERR ,OP-(F) [REDACTED]	4:43 PM
				NORTH BUS LOT	5:05 PM
1254	204862			SCHOOL: RAMBLEWD M	3:45 PM
				8720 SHADOWWOOD BLVD ,CS-(ATT/SB) [REDACTED]	3:56 PM
				9267 RAMBLEWOOD DR ,CS-(AT/SB) [REDACTED]	3:58 PM
				1024 TWIN LAKES DR ,CS- [REDACTED]	4:02 PM
				10182 RAMBLEWOOD DR ,CS-(SB) [REDACTED]	4:07 PM
				1533 NW 91ST AVE ,CS-(SB) [REDACTED]	4:11 PM
				NORTH BUS LOT	4:30 PM

EXAMPLE 2:

01/23/2019 07:07:00 AM													
THE SCHOOL BOARD OF BROWARD COUNTY													
Student Transportation Eligibility Report with Exceptionality													
271 RAMBLEWOOD MIDDLE													
Stud ID	Gr	Name	Address	As Cd	Sch Dist	Elg Cde	TE Cde	Exp Cde	Stop	Bus #	Rte	Approx Stop Time	Stop Description
64000000	07		6400 NW 28TH PL SUN	31	6.82	12			A				
									P				
64000000	06		6400 CORAL CLUB DR CSP	01	2.46	0			P	271.036	213147 1487	3:57 PM	CORAL SPRINGS DR(NBOUND) CS & CORAL CLUB DR CS
									A	271.036	215841 1278	8:36 AM	CORAL SPRINGS DR(NBOUND) CS & CORAL CLUB DR CS
64000000	07		6400 NW 72 AVE TAM	31	2.56	12			A				
									P				
64000000	06		6400 SUNSHINE DR CCK	31	4.53	12			A				
									P				
64000000	08		6400 NW 18TH ST CSP	01	1.92	13			A				
									P				
64000000	07		6400 NW 2 CT CSP	01	2.67	0		F	A	271.017	214017 1071	8:34 AM	NW 112TH LANE CS & NW 1ST PL CS
								F	P	271.017	213138 1422	4:10 PM	NW 112TH LANE CS & NW 1ST PL CS
64000000	08		6400 RAMBLEWOOD DR CSP	01	1.06	13			A				
									P				
64000000	06		6400 NW 3RD PL CSP	31	0.46	13			A				
									P				
64000000	07		6400 NW 79TH AVE MAR	31	0.53	12			A				
									P				
64000000	06		6400 NW 8TH ST MAR	31	2.23	12			A				
									P				
64000000	07		6400 LAKESIDE DR MAR	31	3.11	12			A				
									P				
64000000	06		6400 NW 99TH AVE TAM	31	4.33	12			A				
									P				
64000000	08		6400 SW 63RD TERR NLA	08	2.88	12			A				
									P				
64000000	06		6400 NW 116TH TERR CSP	01	3.19	0			A	271.005	214017 1071	8:35 AM	RIVERSIDE DR CS(WBOUND) & NW 2ND CT CS
									P	271.005	213138 1422	4:11 PM	RIVERSIDE DR CS(WBOUND) & NW 2ND CT CS
Legend of Eligibility Code (Elg Cde)				Legend of Eligibility Codes (Elg Cde)				Legend of Transportation Exception Code (TE)				//All Student & Transportation/	
0 - Inside Attendance Boundary, Outside Walk Boundary				90 - Unable to Calculate Eligibility				94 - Empty Seat Policy				STERE (School version)	
1 - Inside State Defined Hazardous Boundary				91 - Address not matched to Geocode				95 - Safe Walk Route Exceeds 2 Miles					
12 - Outside Attendance Boundary				92 - Invalid School/Grade for Student				97 - Railroad Crossing (KG-5 Students)					
13 - Inside Walk Boundary				93 - No Attendance Boundary Posted				98 - 504 (Health Stop)					
				99 - Default Value: No Eligibility Calculated yet									

EXAMPLE 3:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Transportation Registration Card/ **Bus Pass**



Date: 1/23/2019

General Information

Student ID #: 061131207 MA GAB 07

Student Name

Grade

School: 2711 RAMBLEWOOD MIDDLE

Transported By

Student Address: NW 121ST AVE CSP

Bldg. Apt#

9542

33071

Home Phone

Student City

Student Zip

School Bus Stop Information

Route No.	Time	Stop Location	City
AM: 1421	8:38 AM	NW 2ND DR CS & NW 121ST TERR CS	Coral Springs
PM: 1074	4:02 PM	NW 2ND DR CS & NW 121ST TERR CS	Coral Springs

Route No.

Time

Stop Location

City

Please Submit Completed
Form to Bus Operator.

Authorized Signature Madeline Minichiello



duplicate copy below

ATTACHMENT P – SYSTEM DEMONSTRATION

See section 4.3.3 for more information about this section. SBBC will require that the four (4) highest scoring proposers provide an in person, live product demo. SBBC will provide the four (4) Proposers invited to provide a system demonstration with an Excel file containing de-identified data and boundaries via a .shp file so that all Proposers can show the same Broward County examples for their demo. A room with TV, power outlets and guest network connectivity will be provided; the Proposer must provide all other items needed for a successful demonstration of the criteria listed below.

Proposers are asked to follow the list below during their system demonstration and are warned that providing a Powerpoint presentation instead of a system demonstration will likely lead to a zero score. See Demonstration Flow chart that follows.

Demonstrate routing a school for the opening of the school year:	
1.	Load attendance and walk boundaries for a school
2.	Create/modify boundary
3.	Show bus stops
4.	Determine what stops have no students and can be removed from run
5.	Determine stops with students that are not on a run
6.	Create new stops
7.	How many students do not match the map for this school
8.	How many students are eligible
9.	Determine only eligible students are assigned to stops
10.	How are ESE stops are monitored
11.	Display AM runs/Display PM runs
12.	Echo stops (i.e., for summer school, the summer site hosts several schools and we need to duplicate the existing stops from the other schools to the summer school site)
Reverse run:	
13.	Demonstrate Run Optimization/Run Simulation
14.	Demonstrate create query to display certain groups of students/stops/runs/routes
15.	Delete all inactive stops
16.	Delete runs not on routes
17.	Reports on changes made daily
Demonstrate Daily Operations	
Display students:	
18.	Eligible/not eligible
19.	How do you know what students are assigned?
20.	Auto assign students to bus stop
21.	Manually assign students to a bus stop
22.	Identify students at bus stop and how many students are at a stop
23.	Assign ESE student to home stop (exclusive to student)
24.	Identify student program (ESE special need, Magnet, Reassigned, etc.)

25.	Verify student is not crossing hazard street to a bus stop
Display stops:	
26.	Active/Inactive
27.	Stop assignment (#assigned, # riders)
28.	Stops with students not on run
29.	Stops with no students on run
30.	Identify stop type – Regular, ESE, Magnet, Foster, etc.
31.	Effective date on stop
32.	Show students assigned to stop graphically on map
33.	Identify exclusive stops
34.	Show stops in current view
Display runs:	
35.	See details of run
36.	Run length time/Route assigned
37.	Optimize run
38.	Show run directions
39.	Run servicing multiple schools
40.	Run type
41.	Determine the different timeframe for runs (AM, PM, Activity, Mid-day, etc.)
Routes:	
42.	Display timeline for complete day
43.	Display by terminal, by school
44.	Display AM or PM or both
45.	AM route time
46.	PM route time
47.	Total route time
48.	Show slack time (how much time it has to the next school's run)
49.	Show loaded miles
Map:	
50.	Display hazard streets
51.	Identify streets/address
52.	Satellite view
53.	How to maintain the map
54.	Speeds
55.	Directions
56.	No travel

57.	Reports to show issues with the map (overlapping addresses)
58.	Create boundaries
Lookup:	
59.	Lookup stop for special education student
60.	Specific list of stops/stop type (i.e., ESE, Magnet, etc.)
61.	Lookup address – what is home attendance boundary for elementary, middle, high school
Management Questions:	
62.	How are users created
63.	How to set permission for a user
64.	How to monitor user activity
65.	How to monitor student upload data
66.	How to monitor “overdue” tasks
Additional:	
67.	Demonstrate how multiple terms (current, summer, next) are handled in your system
68.	How are students identified for summer/next school while current school is still in session
69.	Demonstrate School Portal, communication to stake holders
70.	Demonstrate student opt-in feature

Student Transportation Demo Flow Chart

