



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

The School Board of  
Broward County, Florida

Donna P. Korn, Chair  
Dr. Rosalind Osgood, Vice Chair

February 3, 2020

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Heather P. Brinkworth  
Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

### ADDENDUM NO. 1 RFP # FY21-005 PROFESSIONAL DEVELOPMENT SERVICES FOR PRIVATE SCHOOLS

#### TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Attached are responses to the questions received.
2. Correct page numbering from 53 to 54 pages total.  
**DELETE:** Page 3 of 53 Pages                      **INSERT:** Page 3 of 54 Pages – **REVISED** –

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP #FY21-005 Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

/cvh  
Enclosure



➤ QUESTION #1

On Page 10, Section 4.4.1.10, the RFP states that “all workshops will be conducted in no more than 4 sessions each and should be no more than three to four hours in length. **Question:** If a professional development course consists of a total of 3 days (24 total hours) and was divided into 4 hour increments, would this be acceptable?

ANSWER TO QUESTION #1

*Typically, due to limited substitute coverage, planning and early release time, Broward's Professional Learning (PL) offerings do not exceed 3 hours each session unless it is offered during the summer months (6 hours). There must be time built into the PL for follow-up (Guskey levels 2 through 4). This is not the actual face-to-face time, but what we expect participants to do after the learning to demonstrate understanding or mastery of the content. Breaking the content up over 3 days is acceptable as long as it meets the minimum PL hours requirements and includes the follow-up component.*

➤ QUESTION #2

On Page 10, Section 4.4.1.10, the RFP asks the “ Proposer shall describe and demonstrate in detail how the Proposer will develop and implement at least two new courses per year.” Our professional development courses are continuously being updated based on research, but we do not develop new courses each year. **Question:** Is this a requirement that must be met in order to bid on this RFP?

ANSWER TO QUESTION #2

*No, as long as your current professional learning offerings meet the needs of the schools you serve and you are able to personalize the learning to meet the various student and adult needs.*

➤ QUESTION #3

On Page 7; Section 2.6, the RFP states that multiple vendors may be selected. **Question:** Is it permissible to submit a proposal whereby the Proposer *has one area of specialization* in one of the areas detailed in the RFP (i.e, evidence-based reading instruction)? If so, would the Proposer be penalized for not including the other areas of PD outlined such as, “Instructional Technology Institutes, involving parents more effectively in their child's education, Principals' Academy and/or training in the use of data and assessments to improve instruction and student outcomes?”

ANSWER TO QUESTION #3

*No, the vendor would not be penalized. The vendor should focus their efforts or proposal on the primary area they which to bid on and/or have the greatest level of expertise in. Vendors can choose to submit a proposal for all of the areas they support or target a specific area.*

➤ QUESTION #4

“What are the expectations for the data that would be collected through the monitoring function within the *Scope of Service and Performance Specification* (4.4.2.13), “Services must include a method for monitoring the fidelity of implementation of professional learning on teaching practice and student achievement.”



ANSWER TO QUESTION #4

*Broward follows Florida's professional learning standards (Learning Forward) which is grounded in Guskey's five levels of professional learning. We expect the approved vendor to follow the same expectations and data monitoring processes and collection tools as the other district professional learning providers. These tools range from participants survey results, questionnaires, artifacts, i.e, assessments, portfolio, etc. that demonstrate how candidates understood and applied what they learned or their satisfaction with the PL offered. Additional guidelines will be provided once vendors are approved.*

➤ QUESTION #5

How many schools qualified for funding in 2019-2020?

ANSWER TO QUESTION #5

*A total of 77 schools were eligible for funding.*

➤ QUESTION #6

How many providers are currently providing Title IIA professional development services to the non-public schools in Broward County?

ANSWER TO QUESTION #6

*There are two vendors who are providing professional development services; they are Catapult Learning and Learn-It Systems.*

➤ QUESTION #7

Does this RFP also include professional development services funded by ESSA Title IA?

ANSWER TO QUESTION #7

*No. The grant source is Title II, Part A Supporting Effective Instruction*

➤ QUESTION #8

Section 4.4.3.2 requests single-fixed costs for professional development/specialized training. Is this cost expected to include all of the options under section 4.4.1.13: Special Programs and Services,? Is this cost expected to include all options provided under Customized Workshops and Conferences?

ANSWER TO QUESTION #8

*In order to provide cost points for this section we have to have single costs. Your daily rate would include the services outlined in Sections 4.4.1.10, 4.4.1.11, 4.4.1.12, 4.4.1.13, and 4.4.2.*

➤ QUESTION #9

Section 4.4.1.10 states that workshops would be no more than three to four hours in length. Can multiple sessions/workshops happen for different groups of the same school in one day?

ANSWER TO QUESTION #9

*Yes.*



➤ QUESTION #10

What was the Title II allocation to private schools in 2019-2020?

ANSWER TO QUESTION #10

*The 2019-20 projected Title II A allocation to private is \$600,036*

➤ QUESTION #11

Would you be willing to extend the deadline from Feb 13 to Feb 14? This additional time will allow vendors to incorporate feedback gained through the Q&A period while still allowing SBBC to remain on schedule for the procurement.

ANSWER TO QUESTION #11

*The Purchasing Agent will be out of the office on February 14, 2020 and will need to have the proposals received on February 13, 2020 as originally requested.*

➤ QUESTION #12



Are non-SBE vendors able to gain points in evaluation by partnering with an SBE for the delivery of proposed Services?

ANSWER TO QUESTION #12

The Affirmative Procurement Initiative implemented on this solicitation is **the SBE Prime Evaluation Preference (for SBE Prime Bidders)**. Fifteen (15) Evaluation Preference Points are awarded to Prime Bidders or respondents that are Certified SBEs.

Non-SBBC Certified SBEs Do Not qualify for the Evaluation Preference Points.

However,

If the non-SBBC certified prime partners with an SBBC Certified SBE, in order to gain points, the SBE firm must be listed as the Prime Bidder performing at least 51% of the scope of work.

➤ QUESTION #13

How should a vendor present variable length PD Workshops that have differing costs? (Example: 1 Hour, 3 hour, 6 hour workshops).

ANSWER TO QUESTION #13

*The scope of the PL should consider the content and resources needed to facilitate the session. Differing cost such as using technology, participants prior knowledge of the content, license, etc. should be a factor when determining the length of the PL. Providing a break down of this would be helpful in determining the impact and scope of learning required for the PL session after award of this contract.*



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
PROCUREMENT & WAREHOUSING SERVICES

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➤ QUESTION #14

(a) Can you confirm that vendors submitting responses to the RFx are only required to include pricing as it relates to 4.4.3.2 at the time of RFx submission? (b) (Alternatively – Can you confirm that the quote requirement found in 4.4.3.1 is intended for use after vendors have been awarded under this RFx?)

ANSWER TO QUESTION #14

*(a) Yes – Pricing must be provided at the time of the submittal of your proposal for Section 4.4.3.2.  
(b) Yes – Section 4.4.3.1 is to provide a standard or customized Professional Development workshop or conference based on the requirements of the Teacher Professional Learning and Growth Department and the school after award of this RFP.*

## TABLE OF CONTENTS

SECTION 1,	REQUIRED RESPONSE FORM.....	4
SECTION 2,	INTRODUCTION AND GENERAL INFORMATION.....	5
SECTION 3,	CALENDAR.....	8
SECTION 4,	INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL.....	9
SECTION 5,	EVALUATION OF PROPOSALS.....	20
SECTION 6,	SPECIAL CONDITIONS.....	22
SECTION 7,	GENERAL CONDITIONS.....	26
SECTION 8,	FORMS AND ATTACHMENTS.....	32
 <b>ATTACHMENT A</b>		
	*SMALL / MINORITY / WOMEN BUSINESS ENTERPRISE (S/M/WBE) SUBCONTRACTOR UTILIZATION REPORT.....	33
	*S/M/WBE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE.....	33
	*STATEMENT OF INTENT TO PERFORM AS A S/M/WBE CONTRACTOR.....	33
	*S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM.....	33
	*SUPPLIER DIVERSITY OUTREACH PROGRAM – ADDITIONAL INFORMATION.....	33
	<i>*These files have been downloaded to Demandstar.com for this RFP.</i>	
 <b>ATTACHMENT B</b>		
	DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.....	34
 <b>ATTACHMENT C</b>		
	W-9 FORM.....	35
 <b>ATTACHMENT D</b>		
	DRUG-FREE WORKPLACE .....	36
 <b>ATTACHMENT E</b>		
	SAMPLE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT .....	37
 <b>ATTACHMENT F</b>		
	CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS.....	48 / 49
 <b>ATTACHMENT G</b>		
	ACH PAYMENT AGREEMENT FORM .....	50
 <b>ATTACHMENT H</b>		
	WORKER'S COMPENSATION AFFIDAVIT.....	51
 <b>ATTACHMENT I</b>		
	REFERENCES.....	52
 <b>ATTACHMENT J</b>		
	MAILING LABEL .....	53
 <b>ATTACHMENT K</b>		
	STATEMENT OF "NO RESPONSE" .....	54



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## PROCUREMENT & WAREHOUSING SERVICES

**MARY CATHERINE COKER, DIRECTOR**

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

The School Board of  
Broward County, Florida

Donna P. Korn, Chair  
Dr. Rosalind Osgood, Vice Chair

January 15, 2020

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP): FY21-005 – Professional Development Services for Private Schools**

Lori Alhadeff  
Robin Bartleman  
Heather P. Brinkworth  
Patricia Good  
Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Professional Development Services for Private Schools**. 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 [charles.high@browardschools.com](mailto:charles.high@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 4.4.4 & 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 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 before submission of the 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 the 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 K**, Statement of "No Bid" and return via e-mail to [harmoni.clealand@browardschools.com](mailto: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.

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

# REQUEST FOR PROPOSALS (RFP)

## RFP FY21-005

### PROFESSIONAL DEVELOPMENT SERVICES FOR PRIVATE SCHOOLS



RFP Release Date: January 15, 2020

Written Questions Due: On or Before 5:00 p.m. ET  
**January 24, 2020**  
in Procurement & Warehousing Services Department

Proposals Due: \* On or Before 2:00 p.m. ET  
**February 13, 2020**  
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.....	8
SECTION 4,	INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL.....	9
SECTION 5,	EVALUATION OF PROPOSALS.....	19
SECTION 6,	SPECIAL CONDITIONS.....	21
SECTION 7,	GENERAL CONDITIONS.....	25
SECTION 8,	FORMS AND ATTACHMENTS.....	31
<b>ATTACHMENT A</b>		
	*SMALL / MINORITY / WOMEN BUSINESS ENTERPRISE (S/M/WBE) SUBCONTRACTOR UTILIZATION REPORT.....	32
	*S/M/WBE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE.....	32
	*STATEMENT OF INTENT TO PERFORM AS A S/M/WBE CONTRACTOR.....	32
	*S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM.....	32
	*SUPPLIER DIVERSITY OUTREACH PROGRAM – ADDITIONAL INFORMATION.....	32
	<b>*These files have been downloaded to Demandstar.com for this RFP.</b>	
<b>ATTACHMENT B</b>		
	DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.....	33
<b>ATTACHMENT C</b>		
	W-9 FORM.....	34
<b>ATTACHMENT D</b>		
	DRUG-FREE WORKPLACE .....	35
<b>ATTACHMENT E</b>		
	SAMPLE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT .....	36
<b>ATTACHMENT F</b>		
	CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS.....	47 / 48
<b>ATTACHMENT G</b>		
	ACH PAYMENT AGREEMENT FORM .....	49
<b>ATTACHMENT H</b>		
	WORKER'S COMPENSATION AFFIDAVIT.....	50
<b>ATTACHMENT I</b>		
	REFERENCES.....	51
<b>ATTACHMENT J</b>		
	MAILING LABEL .....	52
<b>ATTACHMENT K</b>		
	STATEMENT OF "NO RESPONSE" .....	53

	The School Board of Broward County, Florida <b>PROCUREMENT AND WAREHOUSING SERVICES</b> 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	<b>REQUEST FOR PROPOSAL</b>  <b>(RFP)</b>
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<b>DUE DATE:</b> Proposal must be submitted to the <b>Procurement &amp; Warehousing Service Department</b> , The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 <b>on or before 2:00 p.m. Eastern Time (ET):</b>  <div style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;"> <b>FEBRUARY 13, 2020</b> </div> <p>and plainly marked with the RFP number and title. <b>Proposal(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed and/or emailed bids are not allowed and will not be considered for award.</p>	<b>RFP NO.:</b>  <b>FY21-005</b>	<b>RELEASE DATE:</b>  <b>January 15, 2020</b>	<b>PURCHASING AGENT:</b>  <b>Charles V. High</b> <b>754-321-0527</b>
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<b>RFP TITLE:</b>  <b>PROFESSIONAL DEVELOPMENT SERVICES FOR PRIVATE SCHOOLS</b>
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**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 Proposal**, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on the 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. The 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

<b>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).</b>	
Proposer's (Company) Name and state "Doing Business As," where applicable:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. <input type="checkbox"/> Check this box if the address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State:    Zip Code:	State:    Zip Code:
Telephone Number:	Contact Person:
Proposer's Taxpayer Identification Number:	Contact Telephone Number:
<b>E-Mail Address for PO:</b>	<b>Contact Person's E-Mail Address:</b>

#### 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 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive Proposals from firms who deliver a wide range of professional development services to all Broward County private schools that have applied for services from the District under provisions of the Title II, Part A, Teacher, and Principal Training and Recruiting Funds. The educational services provided by the Proposer must be secular, neutral, and non-ideological (Section 2122(b)(11) and 950(a)(1-5)). The goal is to improve teaching and to learn through sustained and intensive high-quality professional development activities in the core academic subjects. The focus should be on the needs of the educator and best practices in education. The professional development should support school improvement, increase the effectiveness of school leaders and teachers, and ultimately increase student learning and academic success.

The purpose of the professional development provided must align with the stated purpose of the funds, which includes:

1. Increasing student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified teachers in the classroom and highly qualified principals and assistant principals in schools;
2. Holding schools accountable for improvements in student academic achievement;
3. Developing programs and activities that increase the ability of teachers to effectively teach children with disabilities, including children with significant cognitive disabilities, and English learners, which may include the use of multi-tier systems of support and positive behavioral intervention and supports, so that such children with disabilities and English learners can meet the challenging State academic standards; and
4. Providing training, technical assistance, and capacity-building in local education agencies to assist teachers, principals, or other school leaders with selecting and implementing formative assessments, designing classroom-based assessments, and using data from such assessments to improve instruction and student academic achievement, which may include providing additional time for teachers to review student data and respond, as appropriate.

Each professional development course must be uniquely tailored to the service(s) requested. The services may include local event-like professional development consisting of one or two day offerings; on school-site services such as coaching and/or modeling; webinars; online professional development courses; and in some instances, access to college courses. Awardee(s) shall be responsible for the reporting of all activities, which will include the type of service provided, location, and the number of participants.

Customized Workshops and Conferences: Customized professional development should be based upon the individual needs of the student or teacher. All training will be based on proven instructional strategies and include sustainability with resources, ongoing support services, and evaluation tools.

Examples of custom workshops include, but not limited to:

- Florida Standards
- Differentiated Instruction
- Literacy Development
- Singapore Math
- Student Engagement
- Leadership Skills
- Curriculum Mapping and Backward Design
- Classroom Management

## SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

Instructional Technology Institutes: Instructional technology training is a concerted effort to fulfill the enormous potential of the integration of technology to improve student academic achievement and maximizing the potential of new technologies into teaching and learning.

Workshops and institutes may include the following topics,

- Web Literacy
- Social Networking
- Web 2.0 Tools
- Implementation of Current Technologies to Teaching and Learning
- Instructional Technology in the 21<sup>st</sup> Century Classroom

Coaching for Achievement: Maximizes training opportunities for teachers and administrators. The training modules must be designed to support new and veteran teachers with best practice and lesson strategies.

Special Programs and Services: Examples of specialized programs that can be offered:

- Principal's academy prepares principals to become academic leaders and to develop strong leadership instruction and school management.
- Undergraduate courses of study offered by accredited universities.
- Graduate courses of study offered by accredited universities.
- Certificate programs and courses of study Regional and national workshops.

Additionally, Awardee(s) will be responsible for managing any continuing education credit(s) received as a result of professional development.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Procurement & Warehousing Services Department**, at the address listed in Section 6.1 or via e-mail [charles.high@browardschools.com](mailto:charles.high@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, January 24, 2020**. 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 from **July 1, 2020, or date of award, whichever is later and continuing through June 30, 2023**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract, as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

## SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

- 2.4 **Price Adjustments:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before 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 before 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 the necessary information to be in full compliance with this Section. 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, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the 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.) The cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC’s Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

### SECTION 3 – CALENDAR

<b>January 15, 2020</b>	Release of RFP FY21-005
<b>January 24, 2020</b>	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
<b>February 13, 2020</b>	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
<b>February 27, 2020</b>	*Evaluation Committee reviews proposals and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 AM, ET
<b>March 2, 2020</b>	Posting of Recommendation

*\* 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 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 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.

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

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

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

4.1.4 **Required Response Form:** (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.

4.1.5 **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, Address **and email 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:** To be considered for an 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 or clearly state the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. **The requested information below must numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

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 have a minimum of three (3) years' experience providing, developing, and planning professional development courses for public/private schools. Proof of this experience can be provided through letters of reference from other school districts (K-12). **The letter should state the number of years providing professional development service(s) to the school district(s).**

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services, and SBE 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 the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising 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 by the evaluator for the criteria and may result in disqualification of the entire proposal.

### 4.4.1 **Proposer's Experience & Qualifications – (Maximum 35 allowable points)**

- 4.4.1.1 **Executive Summary** - Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of RFP.
- 4.4.1.2 Complete and return, with your Proposal, **Attachment B** of the RFP. This is a required document.
- 4.4.1.3 Complete and return, with your Proposal, **Attachment F** of the RFP. This is a required document.
- 4.4.1.4 Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this contract.
- 4.4.1.5 Provide a list of the Proposer's top four current and prior two years' clients indicating the type of goods and/or services your organization has provided and/or performed for each client. (See **Attachment I**)
- 4.4.1.6 Provide detailed information describing the Proposer's experience in designing and developing professional development for teachers/administrators in similar diverse, large, and/or urban school districts.
- 4.4.1.7 Describe the qualifications of the personnel who will provide instruction. Explain the requirements of your instructors with respect to knowledge and previous experience.
- 4.4.1.8 Describe the ongoing training and support instructors will receive to ensure that they effectively administer the program.
- 4.4.1.9 Provide examples of your course evaluations/surveys for review.
- 4.4.1.10 **Face-to-Face Professional Development Trainings**. Proposer shall demonstrate in detail how the Proposer will conduct face-to-face professional development training for school leaders, coaches, mentors, and evaluators. All face-to-face training must be accessible by educators within Broward County, Florida. The proposal must acknowledge and ensure that all workshops will be conducted in no more than four (4) sessions each and should be no more than three to four hours in length. The proposal must acknowledge and ensure, when appropriate, that the Proposer shall provide all materials for background reading before each training session. The Proposer shall describe and demonstrate in detail how the Proposer will develop and implement at least two new courses per year.



## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

### 4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services, and SBE Participation):**

#### 4.4.1 **Proposer's Experience & Qualifications**

4.4.1.11 **Web-based Professional Development.** Web-based Professional Development is an online alternative learning opportunity designed for educators, principals, and staff who cannot attend face-to-face training. The proposal must describe and demonstrate how the Proposer will develop, organize and lead online professional development courses, Webinars, and forums based on the emerging priorities of education. The proposer shall describe and demonstrate in detail how the proposer will develop and implement at least two new courses per year. The proposer must provide annual updates to the established web-based professional development courses and resources.

4.4.1.12 **Administrative Leadership Professional Development Activities.** The proposal must describe and demonstrate in detail how the proposer will continue to conduct the adult education leadership for administrators annually. The leadership project activities relate to each of the three high priority state plan goals: (1) establish and implement professional development programs to improve the quality of instruction; (2) provide technology assistance, including staff training, to eligible providers of adult education and literacy activities; and (3) provide technical assistance to eligible providers of adult education and literacy activities.

4.4.1.13 **Special Programs and Services:** Examples of specialized programs that can be offered:

- A. Principal's academy prepares principals to become academic leaders and to develop strong leadership instruction and school management.
- B. Undergraduate courses of study offered by accredited universities.
- C. Graduate courses of study offered by accredited universities.
- D. Certificate programs and courses of study Regional and national workshops.

4.4.1.14 **Collaboration with Local, State, and National Agencies and Organizations.** The Proposer must describe and demonstrate in detail the process to be used by the Proposer to work with local, state, and national adult education institutions and organizations to provide the most recent professional development activities and resources to the field.

The Proposal must describe in detail how the Proposer will to work with local, state, and national organizations to provide unique training opportunities including, but not limited to, evidence-based reading instruction, evidence-based writing instruction, integrated education and training, College and Career Readiness Standards (CCRS), and the Common Core State Standards (CCSS).

The Proposal must describe in detail how the Proposer will work with local, state, and national organizations to provide more cost-effective workshops and reduce duplication of services.

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

**SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

**4.4 Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):**

**4.4.2 Scope of Services & Performance Specifications – (Maximum 35 allowable points):** The scope of services & performance specifications listed is minimum requirements. By providing a proposal, the proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by each Evaluation Committee member.

Will your proposal provide the following services in relation to this RFP and Scope of Services for?

**DO NOT CHECK BOTH BOXES**

- 4.4.2.1 Face to Face Professional Development Training (4.4.1.10) Yes  No
- 4.4.2.2 Web-based Professional Development (4.4.1.11) Yes  No
- 4.4.2.3 Administrative Leadership Professional Development (4.4.1.12) Yes  No
- 4.4.2.4 Special Programs and Services (4.4.1.13) Yes  No
- 4.4.2.4 Collaboration with Local, State and National Agencies and Organizations (4.4.1.14) Yes  No

Section	Scope of Service and Performance Specifications	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.5	Provide professional development services that will be utilized to increase the academic achievement of all students by helping schools improve teacher and principal quality. Only those workshops, conferences, degree programs, and university courses that meet the federal requirements as outlined in ESEA Title II, Part A guidelines will be followed for this contract. These professional learning services would be contracted only when a comparable program/content is not currently available from the District. Are you able to meet this requirement for the RFP?			
4.4.2.6	Professional development programs and services are to be research-based and provide proven instructional practices. Are you able to meet this requirement for the RFP?			
4.4.2.7	Training materials and resources may include print, digitized videos, software, and Apps. The resource materials are to be designed to support educators in the implementation of professional development training. Are you able to meet this requirement for the RFP?			

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

### 4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):**

#### 4.4.2 **Scope of Services & Performance Specifications**

Section	Scope of Service and Performance Specifications	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.8	<p>Professional development providers and instructors must possess the knowledge and skills to deliver high-quality professional learning experiences effectively. Such knowledge and skills must include the following qualifications:</p> <ul style="list-style-type: none"> <li>• Hold a Master's degree or higher level of education,</li> <li>• Expertise in Adult Learning Theory and presentation skills,</li> <li>• Proficient in the use of instructional technology integration.</li> </ul> <p>Are you able to meet this requirement for the RFP?</p>			
4.4.2.9	<p>Eligible professional development activities will include:</p> <ul style="list-style-type: none"> <li>• Improving the knowledge of teachers, principals, and other educational personnel in one or more of the core academic subjects and in effective instructional teaching strategies, methods, and skills;</li> <li>• Training in effectively integrating technology into curricula and instruction;</li> <li>• Training in how to teach students with different needs, including students with disabilities or limited English proficiency, and gifted and talented students;</li> <li>• Training in methods of improving student behavior, identifying early and appropriate interventions, and involving parents more effectively in their child's education;</li> <li>• Training in the use of data and assessments to improve instruction and student outcomes (Title II-A NRG, G-8); and</li> <li>• Leadership development and management training to improve the quality of principals and superintendents.</li> </ul> <p>Are you able to meet this requirement for the RFP?</p>			

**SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

**4.4 Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services, and SBE Participation):**

**4.4.2 Scope of Services & Performance Specifications**

Section	Scope of Service and Performance Specifications	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.10	<p>Evaluations are to be completed on each professional development workshop, conference, and specialized programs by the participant. Participants are required to complete the evaluation upon completion of the professional development session. A copy of the evaluation must be provided to SBBC for review and record keeping. In addition to the individual evaluations, an evaluation summary is to be prepared for SBBC to include in their compliance reports. Agendas and verification of attendance of each professional development session are to be provided through a sign-in sheet, which includes the name of the participant, position, and school. All required documentation is to be provided to SBBC.</p> <p>Are you able to meet this requirement for the RFP?</p>			
4.4.2.11	<p>The overarching purpose for the professional development provided must align with the stated purpose of the funds, which includes:</p> <ul style="list-style-type: none"> <li>• Increasing student achievement consistent with the challenging State academic standards;</li> <li>• Improving the quality and effectiveness of teachers, principals and other school leaders;</li> <li>• Increasing the number of teachers, principals and other school leaders who are effective in improving student academic achievement in schools;</li> <li>• Providing low-income and minority students greater access to effective teachers, principals, and other school leaders;</li> <li>• Providing sustained, job-embedded professional development; and</li> </ul> <p>Monitoring the application and impact of professional development on teacher practice and student achievement.</p> <p>Are you able to meet this requirement for the RFP?</p>			

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

### 4.4 Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):

#### 4.4.2 Scope of Services & Performance Specifications

Section	Scope of Service and Performance Specifications	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.12	Method of delivery of professional development must be varied and may include: <ul style="list-style-type: none"> <li>• Face-to-face workshops</li> <li>• Blended and online courses</li> <li>• Webinars</li> <li>• Professional Learning Communities</li> <li>• Book Studies</li> <li>• Lesson Study</li> <li>• Mentoring and Coaching</li> </ul> Are you able to meet this requirement for the RFP?			
4.4.2.13	Services must include a method for monitoring the fidelity of implementation of professional learning on teaching practice and student achievement. Some examples include the following: <ul style="list-style-type: none"> <li>• Course evaluations</li> <li>• Surveys</li> <li>• Student Work Samples</li> <li>• Formative and Summative Assessment Results</li> </ul> Are you able to meet this requirement for the RFP?			
4.4.2.14	Professional development proposal(s) (quotations) provided by Awardee(s) shall not have terms and conditions that contradict or change the terms, conditions, and specifications of this RFP and written Agreement. Are you able to meet this requirement for the RFP?			
4.4.2.15	Awardee agrees with the terms and conditions of SBBC's Sample Agreement in <b>Attachment E</b> . Are you able to meet this requirement for the RFP?			

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

### 4.4 Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services, and SBE Participation):

#### 4.4.3 Cost of Services – (Maximum 20 allowable points)

4.4.3.1 After award of this RFP, a requirement for this section will be a proposal (quotation) that must be sent to the Teacher Professional Learning and Growth Department based on the requirements set forth for the professional development services requested. A complete breakdown of the costs shall be required on the proposal (quotation) and submitted invoice.

Proposer shall submit a detailed list of services and the cost for each service based upon the scope of services of Sections 4.4.2 and 4.4.3.2, when requested. The proposal (quotation) must state, at a minimum, the following information:

- professional development service delivered locally (Broward County, Florida), as requested;
- cost per session;
- duration of the program (days);
- hours per day of the session;
- minimum and maximum number of participants;
- number of instructors;
- hourly rate or daily fee as provided in this RFP;
- total material costs;
- cost per person for online courses (if applicable);
- cost per person for a college course with accompanying college credit, if required; and
- a cost for on-site coaching, modeling, or support; and
- cost for travel expenses

4.4.3.2 Proposer must provide the following **single-fixed costs** (no multiple rates), which shall be the basis of forming your proposal (quotation), Section 4.4.3.1, for each professional development service requested. **The proposer must provide all costs for the items listed below. Failure to provide all costs for each item below shall result in the disqualification of the entire proposal.** Each cost stated below will be weighted individually against each proposer's cost submitted.

#### 4.4.3.2.1 Professional Development/Specialized Training

Daily Rate: \$\_\_\_\_\_/day – on-site, Face to Face **(5 Points)**

Daily Rate: \$\_\_\_\_\_/day – off-site (telecommunication/web-online) **(5 Points)**

#### 4.4.3.2.2 Consulting/Coaching

Daily Rate: \$\_\_\_\_\_/hour – on-site, Face to Face **(5 Points)**

Daily Rate: \$\_\_\_\_\_/day – off-site (telecommunication/web-online) **(5 Points)**

**SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):**

4.4.3 **Cost of Services**

**Distribution of Points:** Points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. For example, see the table below.

**Professional Development On-site, Face to Face** (Example)

<b>Proposer</b>	<b>Daily Rate</b>	<b>Low Bid = Maximum 5 points Low Bid / Next offer x 5 points = Cost Points</b>
A	\$200.00	Low Bid = Maximum of <b>5 points</b>
B	\$250.00	Low Bid/Next Offer x 5 = Cost Points \$200.00 ÷ \$250.00 x 5 = <b>4 points</b>
C	\$350.00	Low Bid/Next Offer x 5 = Cost Points \$200.00 ÷ \$350.00 x 5 = <b>3 points</b>

Each daily rate cost points will be added together to come up with a total cost points based upon the maximum allowable points assigned.

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

### 4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):**

#### 4.4.4 **SBE Participation: (Maximum 15 allowable points):**

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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: [broward.k12.fl.us/sbccpolicies](http://broward.k12.fl.us/sbccpolicies).**

#### **Nondiscrimination:**

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 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 SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

#### **INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

**The Affirmative Procurement Initiative (API) implemented in this solicitation is the SBE Evaluation Preference for Prime Bidders** (All SBBC Certified S/M/WBEs are considered SBEs). **Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded fifteen (15) points.** Failure to submit the required forms or be a certified SBE Prime Vendor shall result in your proposal being non-responsive to this section of the RFP.

**In accordance with SBBC Policy No. 3330, Section E.3.b., the GSC has established the SBE Evaluation Preference for Prime Bidders.**

An SBE is defined as a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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 the significant business presence requirements

"Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as SBEs".

Please go to the following link to view the current list of SBBC-Certified firms: [browardschools.com/Page/46981](http://browardschools.com/Page/46981)

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



**SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

**4.4 Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services and SBE Participation):**

**4.4.4 SBE Participation (Continued)**

At the time of the bid submittal, the Proposer shall identify itself as an SBBC-Certified SBE firm, by completing the *Form 00475* and *Form 00470*. Once awarded, the Awardee is required to submit the Monthly Utilization Report Form, #00485. The Awardee must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at [browardschools.com/Page/32544](http://browardschools.com/Page/32544).

<b>SBE INFORMATION:</b> Proposals will be evaluated based on the evaluation criterion 4.4.4.1		<b>Maximum Points</b>
4.4.4.1	<p><b>Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded fifteen (15) points.</b></p> <p>The Proposer must identify itself as an SBBC-Certified SBE firm, by completing the <i>Form 00470</i> and <i>Form 00475</i> (see <b>Attachment A</b>). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.</p> <p>Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP.</p> <p>Provide proof, in writing, that the SBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. <b>If you are not an SBBC Certified SBE Proposer, state N/A on the form and return it with your Proposal.</b></p>	<b>15</b>
	<b>MAXIMUM POINTS TO BE AWARDED .....</b>	<b>15</b>
	<p>*If SBE points are awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (SBE) Monthly Utilization Report (Utilization Report) (see <b>Attachment A</b>) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission.</p> <p><b><u>State your willingness to comply with this requirement.</u></b></p>	Yes____  No____

## SECTION 5, EVALUATION OF PROPOSALS

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

<b>CATEGORY</b>	<b>MAXIMUM POINTS</b>
A. Experience and Qualifications	30
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	15
<b>TOTAL</b>	<b>100</b>

*SBBC Shall award a total of 15 Evaluation preference points to SBBC Certified SBEs (All Certified SMWBEs are considered SBEs)*

<b>15-Point Table for S/M/WBE Participation</b>	
Certified SBE	15 Points

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

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

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

5.3 **Committee's Recommendation**. The number of firms to be recommended for an award is solely at the discretion of the Committee. The Committee has the discretion to recommend an award to one or more proposer(s) or to reject any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive proposers if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive proposer. Each ranked responsible proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the proposer to the changes made in their proposal. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiations session of the competitive selection process beginning with the highest-ranked responsive proposer as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiations session will be conducted to the exclusion of the other ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiation session(s) with a ranked responsive proposer, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one or more ranked responsive proposer(s). The Committee may reach an impasse with a ranked responsive proposer at any time, or to proceed with further negotiations with one or more of the next highest-ranked responsive proposers. If the negotiations are not successful, the Committee reserves the right not to award a ranked proposer if it is in the best interest of SBBC.

## SECTION 5, EVALUATION OF PROPOSALS

- 5.4 **Award:** The number of proposer(s) to be recommended for an award is solely at the discretion of the Committee. If a multiple award is recommended, the Proposer's score must be 65 points or higher in order to be considered for award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award(s) would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "E"**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under 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, February 13, 2020**, at the following address to be considered. Please utilize **Attachment J – Mailing Label**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

**Attention: FY21-005 – Professional Development Services for Private Schools**

**One (1) complete, original hard-copy Proposal** (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as “original”)** will constitute the original governing documents. **The electronic version in PDF on a Flash Drive must be IDENTICAL to the original Proposal.** The proposal shall include **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 the 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. The 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, the 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 the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

### 6.3 **INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER’S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer’s Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 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 the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition.

## SECTION 6 – SPECIAL CONDITIONS

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 the 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 collectible 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 canceled.

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 hereinafter 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 the 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.

## SECTION 6 – SPECIAL CONDITIONS

- 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 workspace, 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 overpayment, 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 overpayments (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 overpayments by SBBC.
- 6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment C**), and submit with their Proposal.
- 6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.
- 6.7 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 6.7.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.7.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.7.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM**, as defined in Subsection 4.1.3 (see Section 1- Required Response Form).
- 6.7.3.3 Failure to respond to all subsections within the RFP.
- 6.7.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.7.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

## SECTION 6 – SPECIAL CONDITIONS

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

6.8 **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).

6.9 **NONDISCRIMINATION STATEMENT – POLICY 4001.1** The School Board of Broward County, Florida, prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

## 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 AWARDDEE: AWARDDEE 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 AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE'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 AWARDDEE, 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 a 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 the date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on the date due. Failure to timely submit such a proposal shall disqualify the Proposer, and such a 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 an opinion should permit SBBC's reliance on such an 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 the proposal being considered "non-responsive" and proposal rejected.
- 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 the 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, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the 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 the required sample(s) or to clearly identify samples as indicated may be a 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 the actual date of delivery is specified (or specified delivery cannot be met), show the 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 is a 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 the 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 a venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the 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. The 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 the 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. The 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, shopworn, demonstrator, prototype or other types 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 an 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 the 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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection, and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO 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 a 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. The address for submitting invoices is included in 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. The 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 the submission of the 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 the Awardee or its personnel providing any services. The 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 the 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (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 the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

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

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

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

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on **FEBRUARY 6, 2020 @ 3:00 pm** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are 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 the 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 maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
  - For a period of two years, any proposal submitted by the vendor will not be considered and will not be recommended for an award.
  - All departments being advised not to do business with the 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 the 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. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the 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](http://www.demandstar.com), is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure 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 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.
  - 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.
  - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
  - 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.
- 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 an award shall be given to vendors in the following sequence:
- 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;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
  - If the application of the above criteria does not indicate a priority for an 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](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*
- 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. The 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 nonfinancial 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 a 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 of 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 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 RFP submittal:  
 (forms referenced below can be obtained on our website at <https://www.browardschools.com/Page/32118>)


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

 <p><b>Procurement &amp; Warehousing Services</b>                  Supplier Diversity Outreach Program                  Broward County Public Schools</p>	Document Number 00470 Attachment _____  <h3 style="text-align: center;">STATEMENT OF INTENT TO PERFORM                  AS AN S/M/WBE SUBCONTRACTOR</h3> SOLICITATION #: <input style="width: 100%;" type="text"/> CONTRACT #: <input style="width: 100%;" type="text"/>
<p>A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i>.</p>	
<p><b>STATEMENT OF INTENT</b></p> <p>The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity</p>	

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


 <p><b>Procurement &amp; Warehousing Services</b>                  Supplier Diversity Outreach Program                  Broward County Public Schools</p>	Document Number 00475 Attachment _____  <h3 style="text-align: center;">SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE                  SUBCONTRACTOR PARTICIPATION SCHEDULE</h3> DATE: <input style="width: 100%;" type="text"/>																
<p><b>SOLICITATION INFORMATION</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Contract #:</td> <td style="width: 40%;"></td> <td style="width: 20%;">Project Start Date:</td> <td style="width: 20%;"></td> </tr> <tr> <td>Project Name:</td> <td colspan="3"></td> </tr> <tr> <td>Project Location:</td> <td colspan="3"></td> </tr> <tr> <td>Bidder/Proposer:</td> <td colspan="3"></td> </tr> </table>		Contract #:		Project Start Date:		Project Name:				Project Location:				Bidder/Proposer:			
Contract #:		Project Start Date:															
Project Name:																	
Project Location:																	
Bidder/Proposer:																	

3. **S/M/WBE Participation Good Faith Effort Form** (Form preview follows)

 <p><b>Procurement &amp; Warehousing Services</b>                  Supplier Diversity Outreach Program                  Broward County Public Schools</p>	<h3 style="text-align: center;">S/M/WBE PARTICIPATION                  GOOD FAITH EFFORT FORM</h3> DATE: <input style="width: 100%;" type="text"/>						
<p><b>CONTACT INFORMATION</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Solicitation Title:</td> <td style="width: 80%;"></td> </tr> <tr> <td>Solicitation #:</td> <td></td> </tr> <tr> <td>Prime Contractor:</td> <td></td> </tr> </table>		Solicitation Title:		Solicitation #:		Prime Contractor:	
Solicitation Title:							
Solicitation #:							
Prime Contractor:							

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

1. **S/M/WBE Monthly Subcontractor Utilization Report** (Form preview follows)

 <p><b>Procurement &amp; Warehousing Services</b>                  Supplier Diversity Outreach Program                  Broward County Public Schools</p>	Document Number 00485 Attachment _____  <h3 style="text-align: center;">S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</h3>																				
<p><b>SECTION I - GENERAL INFORMATION</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Project Name:</td> <td colspan="2">Contract Number and Work Order Number (if applicable):</td> </tr> <tr> <td>Report #:</td> <td>Reporting Period: _____ to _____</td> <td>S/M/WBE Contract Goal:</td> <td>Contract Completion Date:</td> </tr> <tr> <td colspan="2">Prime Contractor Name:</td> <td colspan="2">Project Manager (PM) Name:</td> </tr> <tr> <td colspan="4">Prime Contractor Street Address:</td> </tr> <tr> <td>Prime Contractor Phone #:</td> <td>Prime Contractor Email Address:</td> <td>PM Phone #:</td> <td>PM Email Address:</td> </tr> </table>		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:
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:																		
<p><b>SECTION II - UTILIZATION INFORMATION</b></p> <p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;">FEDERAL</th> <th style="width: 10%;">S/M/WBE</th> <th style="width: 10%;">TOTAL</th> <th style="width: 10%;">AMOUNT PAID</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			FEDERAL	S/M/WBE	TOTAL	AMOUNT PAID															
	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 PROPOSERS**

### 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 – W-9 FORM**

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

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

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

### ATTACHMENT D – DRUG FREE WORK PLACE

**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. I am making a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

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

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

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

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

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

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

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

## ATTACHMENT E – SBBC SAMPLE AGREEMENT

### SAMPLE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between

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

(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**INSERT EXACT LEGAL NAME OF OTHER PARTY**

(hereinafter referred to as “[*insert a short name here*]”),  
whose principal place of business is  
[*insert address here*].

**WHEREAS**, [*insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement*];

**WHEREAS**, [*you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives*];

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

#### **ARTICLE 1 - RECITALS**

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

#### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_ and conclude on \_\_\_\_\_. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Scope of Services**. The scope of services to be provided under this Agreement is specified in **Attachment A** of this Agreement.

2.03 **Costs of Services**. Costs to be paid for services provided under this Agreement are specified in **Attachment B** of this Agreement.

2.04 **SBBC Disclosure of Education Records.**

(a) *State the purpose(s) of the disclosure of the education records. In rare instances, accesses may be granted the access to databases must be limited to only the students served, and only information needed to complete the job. Plus, IT must approve.*

(b) *SBBC will provide Insert Name with the following education records: Insert list of any and all education records that District staff will disclose or to which vendor will be allowed access.*

(c) *SBBC will obtain consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed below. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)*

2.05 **Insert Name Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, *Insert Name* shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) *Insert Name* shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or the conclusion of all obligations existing under this Agreement.

2.08 **Inspection of *Insert Name's* Records by SBBC.** *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of *Insert Name* directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

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

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

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

(d) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any *Insert Name's* claims for payment.

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

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

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

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

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

With a Copy to: *Insert Job Title of District Representative*  
The School Board of Broward County, Florida  
*Insert Address of District Representative*

To *Insert Name*: *Insert Name Provided by Other Party*  
*Insert Name of Company*  
*Insert Address Provided by Other Party*

With a Copy to: *Insert Name Provided by Other Party*  
*Insert Address Provided by Other Party*

2.10 **Background Screening.** *Insert Name* shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name's* failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *Insert Name* shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, *Insert Name* shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. *Insert Name* shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if *Insert Name* does not transfer the public records to SBBC. Upon completion of the Agreement, *Insert Name* shall transfer, at no cost, to SBBC all public records in possession of *Insert Name* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *Insert Name* transfers all public records to SBBC upon completion of the Agreement, *Insert Name* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *Insert Name* keeps and maintains public records upon completion of the Agreement, *Insert Name* shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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



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

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

(b) By *Insert Name*: *Insert Name* 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 *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name'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 *Insert Name*, SBBC or otherwise.

2.13 **Insurance Requirements**. *Insert Name* shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability**. *Insert Name* shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions**. *Insert Name* shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation**. *Insert Name* shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability**. *Insert Name* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers**. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage**. Proof of the required insurance must be furnished by *Insert Name* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Insert Name* to remedy any deficiencies. *Insert Name* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.



(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
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.

(h) **Cancellation of Insurance.** *Insert Name* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

#### 2.14 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, *Insert Name* represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, *Insert Name* shall not discriminate 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 in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall *Insert Name* retaliate against any person for reporting instances of such discrimination. *Insert Name* shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. *Insert Name* understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

2.18 **Incorporation by Reference.** **Exhibit[s]** *Insert appropriate Exhibit letters or numbers* attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

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

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

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

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

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

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

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

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

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

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

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

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

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

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_,  
\_\_\_\_\_, Chair

ATTEST:

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

Approved as to Form and Legal Content:

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

**FOR [INSERT A SHORT NAME OF THE OTHER PARTY HERE]:**

(Corporate Seal)

[Insert Exact Full Legal Name of the other  
Corporation, Agency or Other Legal Entity]

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
, Secretary  
-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of  
\_\_\_\_\_  
Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

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

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**(Use where needed)**

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

## ATTACHMENT F – DEBARMENT

**MUST BE COMPLETED BY ALL PROPOSERS**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

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

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Organization Name

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

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Signature(s)

Date

## ATTACHMENT F – INSTRUCTIONS FOR CERTIFICATION

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

### ATTACHMENT G – ACH FORM 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: \_\_\_\_\_  
VENDOR AREA:  Checking  Savings

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 H – WORKERS’ COMPENSATION AFFIDAVIT

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

#### WORKERS’ COMPENSATION AFFIDAVIT

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##### CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Notary Stamp Below:



## ATTACHMENT I – REFERENCES

### The School Board of Broward County, Florida

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

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

**Reference 1 –**

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

Scope of Work:

**Reference 2 –**

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

Scope of Work:

**Reference 3 –**

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

Scope of Work:

**Reference 4 –**

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

Scope of Work:

## ATTACHMENT J – 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: \_\_\_\_\_  
(Bidder'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: Charles V. High  
RFP: FY21-005 – Professional Development Services for  
Private Schools

## ATTACHMENT K – NO BID

### 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: \_\_\_\_\_

√	<b>Reasons for “No Response”:</b>
	Unable to comply with product or service specifications.
	Unable to comply with the 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: \_\_\_\_\_